

## **Tender Details**

**Tender No:** SAC/HPUR/2018E0593901

**Tender Date:** 02/07/2018

**Purchase Entity:** Purchase H Group

## **Tender Notice**

## Tender Attachments

### Technical Write-up/Drawings

#### Attachment - I:

#### Attachment - II:

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#### Attachment - III:

#### Attachment - IV:

#### Attachment - V:

### General Terms and Conditions

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GENERAL TERMS & CONDITIONS<OL type=1><LI>DEFINITIONS</LI>

<OL type=a><LI>The term ‘Purchaser’ shall mean the President of India or his successors or assignees.</LI>

<LI>The term ‘Contractor’ shall mean the person, firm or company with whom or with which the “Purchase Order/Contract” for supply of stores/services is placed and shall be deemed to include the contractor’s successors, representatives, heirs, executors and administrators unless excluded by the Purchase Order/Contract.</LI>

<LI>The term ‘Purchase Order / Contract’ shall mean the communication signed on behalf of the Purchaser by duly authorized 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 , equipment and services.</LI>

<LI>The terms ‘Stores’ shall mean the goods and services as specified in the Purchase Order/Contract.</LI>

</OL> <LI>EVALUATION CRITERIA</LI>

<OL type=a><LI>During evaluation, Purchaser may request for any clarification and/or additional documents from the bidders.</LI>

<LI>All responsive bids shall be evaluated with a view to select the lowest [L1] bidder who meets the qualification criteria, techno-commercial aspects and shall be compared on a common platform on the basis of total evaluated cost of each offer which will be arrived at by adding the basic price as well as other charges, and all statutory levies/taxes/duties. Maintenance charges shall be taken into account if it forms part of the tender for the purpose of cost comparison. The financial implication shall be considered as the all inclusive cost to the Purchaser. Evaluation of the bids shall be done on the basis of landing cost to the Purchaser.</LI>

<LI>Purchaser discourages advance payment terms. In case of advance payment, for the purpose of evaluation, interest shall be loaded on the amount so paid as advance for the delivery period quoted as per MCLR of State Bank of India prevailing on the date of tender opening. Further, for any delay in executing the contract, Purchaser shall recover interest on the amount paid as advance for the delayed period at the MCLR of State Bank of India prevailing on the date of the payment besides other remedies available for breach of the contract.</LI>

<LI>If the quoted prices are in different currencies, then for comparison purpose the offers in foreign currencies will be converted into Indian Rupees based on the exchange rate prevailing on the date of tender opening.</LI>

<LI>If a bidder quotes "NIL" charges/consideration, the bid shall be treated as unresponsive and will not be considered.</LI>

<LI>Evaluation of the bids shall not be done on the basis of conditional discounts.</LI>

<LI>Purchaser reserves the right to give preference for procurement of goods in terms of product reservation and preferential / mandatory purchase policy as notified by Government of India from time to time. Bidders claiming any preference shall submit relevant and valid registration certificate along with the tender.</LI>

<LI>Purchaser reserves the option to increase / decrease the quantity to the extent of 25% of the tendered quantity. </LI>

<LI>Purchaser reserves the right to accept or reject any quotation in full or part thereof by recording the reasons. The Purchaser shall be under no obligation to accept the lowest or any tender and reserves the right to accept whole or any part of the tender or part of the quantity offered and the bidders shall supply the same at the rates quoted.</LI>

<LI>Purchaser also reserves the right to reject any offer in the event of non-compliance to tender terms and conditions.</LI>

</OL><LI>OFFER VALIDITY</LI>

The offer should be valid for a minimum number of days, as mentioned below, from the date of opening of the bids.

Global Tender: 120 days

Single Tender / Limited Tender / Public Tender [Single Part]: 90 days

Two Part Tender: 120 days for Part-I & 90 days for Part-II.

During the validity period the bidder shall not revoke or cancel or vary the bid except and to the extent required by Purchaser. Purchaser will make all efforts to finalize the contract within the original bid validity. However, in case the contract is not finalized during the original bid validity then the bidder shall be requested to extend the bid validity.

#### <LI>TERMS FOR TECHNICAL-BID & PRICE-BID</LI>

<OL type=a><LI>The price quoted shall be firm and fixed. At the option of the Purchaser, in case of long term contracts where the input cost and other factors are subject to changes, price variation may be accepted as per price variation formula, if specifically mentioned in the tender. </LI>

<LI>Bidders shall note that the entries for rate, taxes & duties, freight and any other levy shall be entered only in the relevant fields as provided in the price bid form / vendor specified terms. </LI>

<LI>If specifically mentioned in the tender document/RFP, only the authorized dealers/agents or their accredited representatives of original manufacturers shall submit the quotation with documentary evidence.</LI>

<LI>All available technical literature, catalogues and other data in support of the specifications and details of the items shall be furnished along with the offer.</LI>

<LI>Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available, the same shall also be indicated in the offer.</LI>

<LI>Stores offered shall strictly conform to the tender specifications. Deviations, if any, shall be clearly indicated by the bidder in the quotation. The bidder shall also indicate the Make/Model number of the stores offered. Test Certificates, wherever necessary, shall be forwarded along with supplies. Wherever options have been called for in our specifications, the bidder shall address all such options.</LI>

<LI>Any drawings, specifications, end use, etc., which are part of the tender document shall not be disclosed by the bidder to any third party.</LI>

<LI>Tender number shall be mentioned in all correspondence.</LI>

#### </OL><LI>PAYMENT TERMS</LI>

<OL type=a><LI>Normally 100% of the contract/PO value will be made within 30 days of receipt, installation (wherever applicable) & acceptance of the material at Purchaser's site. </LI>

<LI>Other terms of payment like Sight Draft/Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon in case of foreign suppliers.</LI>

<LI>The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents:

<OL type=1><LI>Original Bill of Lading / Airway Bill</LI><LI>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. </LI><LI>Packing List showing individual dimensions and weight of packages.</LI><LI>Country of Origin Certificate in duplicate. </LI><LI>Test Certificate. </LI><LI>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.</LI><LI>Warrantee and guarantee Certificate/s.</LI></OL>

</LI><LI>For any Services, payment will be made after satisfactory completion of the services and certification to that effect from the Purchaser.</LI>

<LI>Our Bankers are State Bank of India (IFSC: 03967), Jodhpur Tekra Branch, Ahmedabad, Gujarat - 380 015, India.</LI>

<LI>Any other payment terms offered by the bidders may be considered by the Purchaser provided that all such payments shall be against receipt of the items / completion of service / identified verifiable milestones. Advance payment, if any, shall not exceed 30% of the contract value to private firms and 40% of contract value to a State or Central Government agencies or a Public Sector Undertaking. In case of maintenance contracts, the advance payment shall not exceed the amount payable for 6 months under the contract. Advance payments shall be against Bank Guarantee of equivalent value from any Scheduled Bank in India / International Bank of repute, valid till two months beyond the receipt and acceptance of the product / completion of service.</LI>

<LI>Purchaser shall bear the Bank charges payable to his Bank, the Contractor shall bear the Bank charges payable to their bank. </LI>

<LI>GSTN/UIN No.: 2417IND00002ON2</LI>

<LI>Import Export Code: 0100000011</LI>

</OL><LI>TAXES AND DUTIES</LI>

<OL type=a><LI>Taxes and Duties shall be distinctly shown in the offer.</LI>

<LI>As a Government of India Department, Purchaser is exempted from payment of Octroi and similar local levies. Vendors shall ensure that necessary Exemption Certificates are obtained by them from the Purchaser to avoid payment of any such levies.</LI>

<LI>The Purchaser is eligible for concessional rate of GST as per Notification No. 45/2017-Central Tax (Rate) dt.14.11.2017 and Notification No. 47/2017 dt.14.11.2017-Integrated Tax (Rate) issued by

Department of Revenue, Ministry of Finance, Government of India. The necessary certificate will be provided by the Purchaser for the items covered under the said notification.</LI>

<LI>Purchaser is eligible for concessional rate of Customs Duty and IGST on imports as per Notification No. 5/2018-Customs dt.25.01.2018 issued by Department of Revenue, Ministry of Finance, Government of India. For the items covered under the said notification, Purchaser will provide the necessary exemption certificate. Accordingly, prices shall be quoted exclusive of Customs Duty and IGST component.</LI>

</OL><LI>INDIAN AGENTS</LI>

<OL type=a><LI>Offers made by Indian Agents on behalf of their Principals should be supported by the Proforma Invoice of their Principals indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.</LI>

<LI>Indian Agents while quoting on behalf of their principals shall attach valid authorization certificate from their Principal/OEM along with the bid.</LI>

<LI>If more than one agent/distributors are involved, a copy of certification from OEM mentioning the specific relationship among the vendors involved shall be submitted along with the bid. </LI>

<LI>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. </LI>

<LI>If an Indian agent submits bid on behalf of the Principal/OEM, the same Indian Agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</LI>

<LI>Agency Commission: The percentage / amount of agency commission included in the quoted price and payable to the Indian Agent of foreign suppliers shall be paid directly to the Indian Agent in equivalent Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of Purchase Order and within 30 days from the date of receipt and acceptance of stores. In no case the agency commission shall be paid in foreign exchange.</LI>

</OL><LI>DELIVERY TERMS AND DELIVERY PERIOD</LI>

<OL type=a><LI>The delivery terms are to be quoted in terms of latest INCOTERMS. In case of imported stores the normal delivery terms shall be Ex-Works/FOB/FCA (name of place). Other terms can also be accepted based on need and suitability. In case of indigenous stores, the quotation should be on FOR-Destination / Door delivery basis.</LI>

<LI>Delivery period shall be specified. In case the tender calls for installation then the bidders shall mention the schedule for supply and installation separately. </LI>

<LI>The date of delivery of the stores stipulated in the Purchase Order/Contract shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.</LI>

<LI>Part shipment is not allowed unless specifically agreed by Purchaser.</LI>

<LI>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 los/ damage sustained due to the delay in fulfilling this responsibility.</LI>

<LI>For items having shelf life, those with maximum shelf life should be supplied if order is placed.</LI>

</OL><LI>MODE OF DESPATCH</LI>

Generally, stores should be dispatched 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.

<LI>PORT OF ENTRY

For Air shipments: AHMEDABAD

For Sea Shipments: NHAVA SHEVA/Mumbai Seaport

</LI><LI>ULTIMATE CONSIGNEE

Head, Purchase & Stores,

Central Stores,

Space Applications Centre (SAC),

Ahmedabad

</LI><LI>SHIPPING MARKS</LI>

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

PURCHASE ORDER NO. ....

DATED .....

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE, SPACE APPLICATIONS CENTRE

Destination: .....

Port of Entry: .....

#### <LI>DELAY IN COMPLETION / LIQUIDATED DAMAGES</LI>

If the Contractor fails to execute the Purchase Order within the time specified in the contract/purchase order or any extension thereof, the Purchaser shall recover from the Contractor as liquidated damages a sum of 0.5% of the PO/Contract value of the undelivered stores for each calendar week of delay or part thereof. The total liquidated damages shall not exceed 10% of the PO/Contract value. Stores will be deemed to have been delivered only when all their components, 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.

#### <LI>FORCE MAJEURE</LI>

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under the Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given in writing by one party to the other within 15 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 15 days, either party may at its option terminate the contract provided also that the Purchaser shall be at liberty to take over from the Seller at a price to be fixed by Purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Purchaser elect to retain.

#### <LI>SECURITY DEPOSIT</LI>

<OL type=a><LI>On award of the Purchase Order/Contract the successful bidder shall submit Security Deposit within 15 days of receipt of Purchase Order/Contract, as per the format provided by the Purchaser, for 10% of the Purchase Order value through Bank Guarantee or Fixed Deposit Receipt for satisfactory execution of the Purchase Order. Central PSUs / PSEs / Autonomous Bodies



shall be exempted from submitting Security Deposit. However, they shall be required to submit an Indemnity Bond in lieu of Security Deposit. </LI>

<LI>Non-submission of Security Deposit will entail cancellation of Purchase Order and / or forfeiture of EMD and any other action deemed fit by the Purchaser. The Security Deposit will be returned to the Contractor, without any interest, after completion of all Contractual/Purchase Order obligations.</LI>

</OL><LI>ISSUE OF MATERIALS</LI>

If provided in the Contract, Purchaser may issue raw materials / semi-finished products / equipment / any other product to the contractor for the purpose of fabrication / repairs / calibration / testing against Bank Guarantee equivalent to the value of the item being issued and valid till receipt of the item by Purchaser.

<LI>GUARANTEE / WARRANTY</LI>

<OL type=a><LI>The guarantee / warranty period as mentioned in the tender shall be indicated along with the quote. Guarantee/Warranty shall commence from the date of installation and acceptance of the complete equipment supplied under the contract. </LI>

<LI>The Contractor shall guarantee / warranty that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.</LI>

<LI>If any defects are discovered therein or any defects therein are found to have developed under proper use, arising from faulty design, material or workmanship, the Contractor shall remedy such defects at their own cost provided the Contractor is called upon to do so by the Purchaser who shall state in writing in what respect the stores or any part thereof are faulty.</LI>

<LI>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.</LI>

<LI>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.</LI>

<LI>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 guarantee / warranty period or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.</LI>

<LI>To fulfill guarantee conditions outlined above, the Contractor shall furnish a Performance Bank Guarantee (in the format prescribed by the Purchaser) from any Scheduled Bank in India or any Bank of International repute for an amount equivalent to 10% of the value of the Purchase Order valid for a period of sixty days beyond the warranty/guarantee period. On the performance and completion

of the Purchase Order in all respects, the Performance Bank Guarantee will be returned to the Contractor, without any interest.</LI>

<LI>All the replacement stores shall have guarantee / warranty from the date of receipt & acceptance of the stores at Purchaser's site.</LI>

</OL> <LI>PACKING, FORWARDING & INSURANCE</LI>

<OL type=a><LI>The Contractor shall pack and crate all stores for road / rail / sea / air shipment suitable for tropical humid climate in accordance with standard practices and in such a manner so as to protect it from damage and deterioration in transit. The contractor shall be held responsible for all damages due to improper packing.</LI>

<LI>The Contractor shall insure that each box / unit of shipment is legibly and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.</LI>

<LI>The Contractor shall notify the Purchaser the shipment details by fax / email.</LI>

<LI>The Contractor shall give complete shipment information concerning the net & gross weight, size, content of each package, etc. to the Purchaser.</LI>

<LI>Normally the Purchaser does not insure the goods. However, the necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract. </LI>

<LI>In tune with the requirement of international plant protection convention of the FAO, UN the following has become mandatory with immediate effect.</LI>

<OL type=1><LI>All packing materials of any kind of plant origin used for packing shall require treatment including hear-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. </LI><LI>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.</LI><LI>This aspect also should be taken care of while submitting the offers.</LI><LI>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.

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<LI>DESPATCH</LI>

<OL type=a><LI>The Contractor is responsible for obtaining a clear receipt from the freight forwarder / airlines / transport authorities specifying the despatch of goods. The consignment should be despatched with clean Airway Bill / Bill of Lading / Railway Receipt / Lorry Receipt. Purchaser will take no responsibility for short deliveries or wrong supply of goods. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.</LI>

<LI>Wherever required, test certificates, warranty/guarantee certificate should be sent along with the despatch documents.</LI>

<LI>The Invoice should contain Purchase Order No., Invoice No., Invoice Date, Country of Origin.</LI>

<LI>The description, part nos., extended warranty charges, discount, optional accessories, as the case may be, should be clearly mentioned in the invoice and packing list and should be in line with the purchase order. In addition to the ordered items, if any item(s) is supplied the same should also be stated in the invoice & packing list with appropriate remarks and its value shall be declared mentioning "for customs purpose only".</LI>

<LI>The Invoice/Packing list should also provide Item wise net weight (in K.G.) as well as gross weight (in K.G.) of each package.</LI>

<LI>A copy of the Invoice/Packing List to be forwarded to the Purchaser, 5 days in advance before shipment, particularly when the shipment is through Supplier's freight forwarder/courier.</LI>

<LI>Any charges/penalty/demurrage due to non-compliance to the above instructions shall be recovered from the payment due to the Supplier.</LI>

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<LI>DEMURRAGE</LI>

The Contractor shall bear demurrage/penalty charges, if any, incurred by the Purchaser due to delayed presentation of dispatch documents to the Bank / Purchaser or on account of incomplete documents like invoice, packing list, etc.

<LI>ACCEPTANCE OF STORES</LI>

<OL type=a><LI>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. </LI>

<LI>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. </LI>

<LI>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.</LI>

</OL><LI>TRAINING</LI>

The Contractor shall, if required by the Purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel 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.

#### <LI>CONTRACTOR'S DEFAULT LIABILITY</LI>

<OL type=a><LI>The Purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

<OL type=1><LI>If in the judgment of the Purchaser the Contractor fails to make delivery of stores within the time specified in the Purchase Order or within the period for which extension has been granted by the Purchaser to the Contractor.</LI><LI>If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of the Purchase Order.</LI>

</OL><LI>In the event the Purchaser terminates the Contract in whole or in part as provided in clause 23 (a), the Purchaser reserves the right to purchase upon such terms and in such a manner as Purchaser 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 20 until such reasonable time as may be required for the final supply of stores.</LI>

<LI>If the contract is terminated as provided in clause 23(a), the Purchaser in addition to any other rights provided in the Contract, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner as directed by the Purchaser:

<OL type=1><LI>Any completed stores</LI><LI>Such partially completed stores, drawing, information and contact right (hereinafter called manufacturing materials) 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 and for manufacturing material delivered and accepted by the Purchaser. </LI>

</OL></LI><LI>In the event the Purchaser does not terminate the Contract as provided in clause 23(a), the Contractor shall continue the performance of the Contract in which case the Contractor shall be liable to the Purchaser for liquidated damages for delay as set out in clause 13 until the stores are accepted.</LI>

#### </OL><LI>REPLACEMENT</LI>

If the stores of 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.

#### <LI>REJECTION</LI>

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 specified by the Purchaser, the Purchaser or their representative has, at their 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.

#### <LI>ARBITRATION</LI>

If any dispute or difference or claims of any kind arises in connection with Contract, such dispute or difference or claim shall be referred by either party to the Arbitration. The Indian Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof, rules made there under and for the time being in force shall be applicable to the Arbitration. The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator and the two arbitrators so appointed by the parties shall appoint the third arbitrator who shall act as the 'Presiding Arbitrator'.

Any party shall, after appointing an arbitrator within thirty days of arising of any dispute, request the other party in writing to appoint the second arbitrator. If such other party fails to appoint an arbitrator within thirty days of receipt of the written request to do so, such arbitrator shall at the request of the first party, be appointed in accordance with Arbitration and Conciliation Act, 1996. If the two arbitrators appointed by or on behalf the parties fail to agree on the appointment of the third arbitrator within thirty days of the appointment of second arbitrator and if the parties do not otherwise agree, at the request of either party, the third arbitrator shall be appointed in accordance with Arbitration and Conciliation Act, 1996. If any of the arbitrators fails or is unable to act, his successor shall be appointed by the party or person who originally appointed such in the manner set out in this clause as if he was the first appointment.

The decision of the arbitral tribunal shall be pronounced within four months unless otherwise extended by the parties, and in case of difference among the arbitrators, the decision of the majority shall be final and binding on the parties. The right to arbitrate disputes under this Contract shall also survive even after expiry or the termination of this Contract. The venue of arbitration proceedings pursuant to this clause shall be India at Ahmedabad and shall be conducted in the English language. 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 their obligations under this Contract without prejudice to a final adjustment in accordance with such award. Regarding fee and any other expenses incurred in connection with the arbitral proceedings and the arbitral award, the arbitral Tribunal shall have the discretion to determine (a) whether costs are payable by one party to another; (b) the amount of such costs; and (c) when such costs are to be paid.

#### <LI>APPLICABLE LAW</LI>

The Purchase Order / Contract shall be governed by Indian Law and jurisdiction shall lie in the Courts of Ahmedabad, Gujarat, India.

#### <LI>COUNTER TERMS & CONDITIONS</LI>

Counter terms and conditions offered by the bidders shall not be deemed to have been accepted by the Purchaser unless specific written acceptance thereof is obtained from the Purchaser.

#### <LI>SECURITY INTEREST</LI>

On each item to be delivered under the 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.

#### <LI>RECOVERY OF SUM DUE</LI>

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under the 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.

#### <LI>LANGUAGE AND MEASURES</LI>

All documents pertaining to the Purchase Order including specifications, schedule, notice, correspondence, operating and maintenance instructions, drawings or other writings shall be written in English language. The metric system of measurement shall be used in the contract.

#### <LI>INDEMNITY</LI>

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 fulfillment of the contract.

#### <LI>IMPORTANT NOTE </LI>

If any of the terms & conditions mentioned in this document is contrary to the RFP / Technical documents, then the terms mentioned in RFP / Technical documents shall prevail.

IT WILL BE DEEMED THAT BIDDERS HAVE NOTED AND ACCEPTED THE TERMS & CONDITIONS OF THE TENDER.</OL>

#### **Instructions to Tenderers**

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GOVERNMENT OF INDIA  
INDIAN SPACE RESEARCH ORGANISATION  
SPACE APPLICATIONS CENTRE  
AHMEDABAD-380 015  
Instructions to Tenderers<OL type=1><LI>INSTRUCTIONS FOR ONLINE SUBMISSION OF TENDERS</LI>

<OL type=a><LI>The tender should be submitted online through e-procurement website <https://eprocure.isro.gov.in> before the due date and time as specified in the tender schedule. </LI>

<LI>Detailed schedule of activities to be carried out by the bidder is indicated in the tender document. </LI>

<LI>In case of Public Tender, the valid e-bids received before the deadline shall be opened in the presence of attending bidders or their authorized representatives as indicated in the tender schedule. The person attending the tender opening shall have to carry authorization letter from the bidder and valid photo identification which may be produced on demand. </LI>

<LI>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. </LI>

<LI>In case Tenders cannot be open on the date indicated in schedule due to technical difficulties, such tenders will be opened on next working day or on the day the technical snag is resolved.</LI>

<LI>The offers shall be mandatorily submitted online, using a Class III Digital Signature Certificate. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered unless specified otherwise. Partial / incomplete tenders shall not be considered.</LI>

<LI>The authority of person signing the tender, if called for, shall be produced. </LI>

<LI>Inspection/ Test certificate should be provided for the goods after testing it thoroughly at the bidders' works. If any inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by bidder.</LI>

<LI>In case of two-part tender, the price details shall be mentioned only in the price-bid template and/or supporting documents from the bidder (price-related). If the price details, either in part or full, are indicated in the technical bid/vendor specified terms, the bid will be rejected. </LI>

<LI>In e-procurement system submission of bid is a two-step process. After submission of their bids, bidders have to wait for bid sealing by Purchaser. Subsequently, bidders have to complete open authorization in the e-procurement system to enable the Purchaser to open the bid. If open authorization is not completed by the bidder, then Purchaser will not be able to open the bid and the bid becomes invalid.</LI>

</OL><LI>PROCEDURE FOR REPORTING TECHNICAL ISSUES, IF ANY, IN ONLINE SUBMISSION</LI>

<OL type=a><LI>In case bidder encounters any technical snag pertaining to e-procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk, for resolution of the problem, at least 2 working days before the due date and time of bid submission. The contact detail of the help desk is available on the home page of the e-procurement website.</LI>

<LI>Purchaser will make all efforts to resolve technical queries reported by the bidders but will not be bound to do so if the problems are reported beyond the time mentioned above. Purchaser will not be responsible for non-submission of bids for such cases</LI>

<LI>The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid well in advance before closing date and time to avoid last minute issues. </LI>

<LI>Purchaser shall not be responsible for failure of bidders in submitting bids online caused due to technical reasons at bidders' end such as network or power failures, computer failure, internet-browser, mistakes / errors in filling the bids online, holidays etc.</LI>

<LI>In case of any queries with respect to the contents of the tender, bidders may contact the concerned Purchase and Stores Officer, Space Applications Centre. </LI>

</OL><LI>BID SUBMISSION DATE & TIME</LI>

<OL type=a><LI>The Server Date & Time as appearing on e-procurement website <https://eprocure.isro.gov.in> shall only be considered for the cut-off date and time for bid submission, open authorization, etc.</LI>



<LI>Request for extension of tender submission date is discouraged. However, in exceptional circumstances and for justified reasons, extension of bid submission date/time may be considered by the Purchaser provided such request reaches the Purchaser sufficiently in advance of bid submission date/time for consideration but in any case 05 working days before the due date for bid submission. However, Purchaser is not bound by such requests to extend the due date unless found necessary.</LI>

</OL><LI>REWORKING ON SUBMITTED BIDS</LI>

<OL type=a><LI>Bidders have to note that once rework is initiated the status of the earlier submitted bid becomes “Pending” till the bidding process is completed once again. During the process of rework, earlier submitted bid data becomes invalid and will not be available for opening. If rework is initiated, then bidder has to complete the entire process of bid submission once again within the due date and time for bid submission.</LI>

<LI>Purchaser will not be responsible for non-submission of bids resulting due to failure of bidder to once again complete the process of bid submission before due date after reworking of submitted bid is initiated. </LI>

<LI>It may be noted that unsolicited clarifications / changes / modifications sought by the vendors after bid submission due date will not be considered.</LI>

</OL><LI>PRE-BID MEETING</LI>

<OL type=a><LI>In case the tender has a provision for pre-bid meeting the bidders shall note the date and time for the meeting and ensure their participation. The pre-bid meeting will be held at Space Applications Centre, Ahmedabad, India. Names of the authorized representatives of the bidders shall be informed at least 03 working days in advance of the pre-bid meeting, to the Purchaser. In case foreign nationals intend to participate in the pre-bid meeting then their passport and visa details needs to be provided to the Purchaser.</LI>

<LI>Any changes in the tender specifications, terms and conditions, after pre-bid meeting, shall be uploaded on our website and will also be informed to the bidders who had attended the pre-bid meeting. </LI>

</OL><LI>COST OF BIDDING</LI>

All direct and indirect costs associated with preparation and submission of the bid shall be to the bidder’s account and Purchaser in no way shall be responsible or liable for those costs regardless of the outcome of the bidding process.</OL></OL>

## Bid Templates

### Vendor Specified Terms

Description	Vendor Terms
Taxes and other costs, if any	
Warranty	
Delivery Terms	
Delivery Period	
Validity	
Payment Terms	
Performance Bank Guarantee	
Liquidated Damages	
Installation and Training	
Security Deposit	
Mode of transportation	
(for foreign supplier), Indian Agent (If any) Name, email ID, address of Indian agent, Country of origin	
Name, Address and Email ID to whom the P.O. to be placed	
Email ID of authorized contact person (in case of any query)	
Any other terms and conditions	

### Supporting Documents from Vendor

**Attachment - I:**

**Attachment - II:**

**Price Bid Form**

Item Description	Slab Range	Qty	UOM	Currency	Unit
SERVER COMPUTERS 4- socket Intel Xeon Gold processor based computer server	-	6	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:**