

Tender Details

Tender No: IPRC/PUR/2019E0376801

Tender Date: 01/11/2019

Purchase Entity: PURCHASE

Tender Attachments

Instructions to Tenderers (LT)

LT INSTRUCTIONS:

INSTRUCTIONS TO TENDERERS

1. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
2. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.
3. a) Your quotation should be valid for 90 days from the date of opening of the tender, if it is a Limited Tender. For Public Tender, quotation should be valid for a period of 120 days from the date of opening of Technical Bids and .for PT (Two Part), 120 days from the date of opening of technical bid and 90 days from the date of opening of Price Bid.

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.
4. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
5. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non acceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

(d) Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications,

the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

6. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.

7. 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.

8. 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.

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. WARRANTY/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 purchasers 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 Contractors 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 part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTED STORES:

Rejected stores will remain at destination at the Contractors 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 Contractors address at the Contractors 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 maximum 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: Contractors 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 Trademark 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 there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings. In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. 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.

20. PERFORMANCE BANK GUARANTEE:

The Supplier shall guarantee the successful and satisfactory performance/commissioning of equipment/machinery under the conditions specified in the Purchase Order. As a performance security, the SUPPLIER shall furnish a performance bank guarantee (format enclosed) from any of the Scheduled Banks or from a bank of international repute, for an amount equal to the sum of 10% of the order value ensuring the due performance of equipment/machinery in accordance with all the specifications and terms specified in the Purchase Order. The Bank Guarantee shall be executed on non-judicial stamp

paper of appropriate value, and shall be valid for a period of sixty days beyond the date for completion of warranty period.

Standard Terms and Conditions

Terms & Conditions:

General Guidelines

1. Last minute request for the extension of the due date w.r.t. any technical issue at Vendors/Suppliers side will not be considered.
2. You may submit your quotation online well in advance instead of waiting till the last date to ensure that Internet problem and network condition does not cause problem.
3. The documents solicited from vendor should be submitted online.
4. The suppliers have to provide the Open Authorization as per schedule defined. Their bids will not be valid if this is not submitted online on or before the Open Authorization closing date.
5. Vendor should regularly see the e-mail being sent from e-procurement portal for initiating appropriate action.

Conditions for online submission of Tenders

01. It is mandatory for interested parties to register as vendors in our e-procurement portal <https://eprocure.isro.gov.in> for participating in online e-Procurement process of ISRO. Only registered vendors can submit their offers online in our e-Procurement portal.

02. To register as vendors please refer to the help documents listed in the illustrative demo section on the home page of the e-procurement link mentioned above. They may approach help desk (contact details provided on the home page) for any technical help for registration and subsequent process.

03. Bidders shall arrange themselves all resources, including Digital Signature Certificates (DSC) and Internet Connections at their own cost, for participating in online tendering.

04. Vendors can download the tender details and submit their offers online using their vendor accounts (obtained during registration) in our portal. Help documents/demos for tender download and bidding processes are given on home page.

05. The tender should be submitted online by selecting ISRO Propulsion Complex link provided in the Centres/Units page of ISRO e-procurement portal before the due date and time as specified in the tender.

Procedure for seeking clarifications/help for the tender

1. All enquiries regarding the tenders and submission of offers shall be online and only through our e-Procurement portal.
2. Vendors may approach help desk e-mail id and phone number given on the home page for any technical help (e-mail: support.isro@nextenders.com and Ph: 020-30187500/ 25315555 & 09167969601).

Procedure for reporting technical issues, if any, in online submission

1. 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 (as mentioned above) for problem resolution at least 24 hours before the due date and time of the tender.
2. The time taken to ascertain, evaluate and suggest a solution for the problem reported by vendor may vary from case to case. Hence vendors are advised to submit the bid well in advance before closing date and time to avoid last minute issues.
3. IPRC shall not be responsible for failure of vendors in submitting bids online caused due to technical reasons at vendor end such as network or power failures, computer failure, internet-browser, mistakes / errors in filling the bids online by vendor etc.
4. Queries by vendors on technical problems on the last day of tender will not be binding on IPRC/ISRO for resolving/addressing. IPRC will not be responsible for non-submission of bids for those cases.

Terms & conditions for extension of Tender Due Date

1. The Server Date & Time as appearing on our website <https://eprocure.isro.gov.in> shall only be considered for the cut-off date and time for receipt of tenders.
2. Request, if any, for extension of tender due date shall reach IPRC at least 4 working days in advance of due date and time for consideration. IPRC is not bound by such requests to extend the due date unless it feels necessary.

3. The e-procurement system does not permit submission of any offer after closing date and time of the e-tender. Hence, there is no scope for any late or delayed offer in the on-line bidding process.
4. Requests for extension of due date and time citing technical issues in online submission of offers will not be entertained.
5. In case there is complete breakdown of e-Procurement system on the last day of the tender for any reason then IPRC may extend the date for submission after their own assessment.

Reworking on Submitted bids

1. Vendors have to note that once rework is initiated, the status of the earlier submitted bid becomes invalid 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 vendor has to complete the entire process of bid submission once again within the due date and time for a valid bid submission.
2. IPRC will not be responsible for non submission of bids resulting due to failure of vendor to once again complete the process of bid submission before due date after reworking of submitted bid is initiated.
3. Please note that unsolicited clarifications / changes / modifications sought by the vendors after submitting their bids will not be considered.

Procedure for filling offers online

1. Vendors may please note that in case of two-part tender, the price details shall be mentioned only in the price-bid template. If the price details either in part or full are indicated in the technical bid, the bid will be disqualified.
2. Vendors may note that in e-procurement system submission of bid is a two-step process. After submission of their bids, vendors have to wait for bid sealing by IPRC purchase officer. Following that vendors have to submit open authorization in the e-procurement system to enable the purchase officer to open the bid. If open authorization is not completed by the vendor then purchase officer will not be able to open the bid and the bid becomes invalid.

Using Digital Certificates for online submission

1. Vendors may note that digital keys of class-III USB tokens, which supports both digital signing and encryption are to be used for bidding in IPRC e-procurement system.

2.Vendors may note that they have to use the same digital key with which they submitted the bid to give open authorization. If vendors use different key for open authorization, the system will not accept the open authorization and the bid becomes invalid.

3.In case the digital key which is used during bid submission expires before giving open authorization, then vendor has to first login with the new key and use the expired key for completing open authorization process for the bid.

Uploading files in to E-procurement portal

1.Vendors may please note that the maximum file size that can be uploaded per attachment in e-procurement system is 4 MB. If the document is more than 4 MB then the document is to be split into multiple documents of size less than 4 MB and upload into attachments (preferably in pdf format). Literature / Technical data should accompany the quotation.

2.Similarly, if the number of files to be uploaded is more than the number of attachments allowed in the tender then group the files into folders such that the number of folders is less than the number of attachments. Further zip/archive the folders and upload as attachments. However, the attachment size should still be less than 4 MB.

3.Vendors may note that documents including Literature / Technical data are to be uploaded through e-procurement system only.

Bid Templates

Technical Specification for LED Highbay light fitting

Item Specifications -II

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	Preferred Makes/Brands : Philips, Osram, Trilux, iGuzzini, Endo Lighting, Lighting Technologies, Wipro, Surya, Bajaj, Havells, Hybec Lighting and Crompton Greaves			
2	Operating Voltage:170- 270V			
3	Wattage: 100-120W			
4	Minimum Lumen Output: 14400 Lumens			
5	THD Value: Less than 10%			
6	Surge Protection in kV			

7	Ingress Protection			
8	Mounting type : Suspendend			
9	Housing: Aluminum Die CastShape: Circular/Round			
10	warranty period - Minimum 2 years			
11	Submission of copy of dealership certificate if the supplier is not a manufacturerer			
12	Submission of Technical data sheet/ catologue of offered model			

Document Solicited from Vendor

Attachment 1:

Attachment 2:

Vendor Specified Terms

Description	Vendor Terms
Taxes and other costs, if any	
Warranty / Guarantee Period	
Delivery Term (FOR IPRC, Mahendragiri for Indegenous consignment & FOB / FCA for Imported consignment)	
Payment Term (Advance payment term is not acceptable)	
Validity of offer	
Delivery Period	
Principal's Name, address, contact details like telephone no., fax, email etc.,	
Currency quoted	
Our Bank details : State Bank of India, Mahendragiri, 627 133	
Performance Bank Guarantee (PBG) : Supplier to provide PBG of 10% of total order value for covering warranty period. (If applicable)	
Liquidated Damages	
Security Deposit	
Any other terms	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
LED Indoor Light Fitting Supply of Highbay LED light fitting with specification of Wattage:100W - 120W,Minimum lumens : 14400,Operating Voltage:170V - 270V AC,THD: < 10%,Surge Protection:10kV, Housing: Aluminium alloy pressure die	-	60	No.	-	-	-

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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.