

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
SATISH DHAWAN SPACE CENTRE SHAR SRIHARIKOTA (SDSC SHAR)
NELLORE**

**Tender for RATE CONTRACT FOR SUPPLY OF AUTOMOTIVE
BATTERIES FOR A PERIOD OF 1 YEAR ON FIXED PRICES , AS AND
WHEN REQUIRED.**

Bids to be submitted online

**Tender No.: SDSC SHAR/SCF-2(CMG, TEL, SFS, MSA, EF&HD, SR, TOMD,
CANTEEN)/SH202200149101 dated 03-11-2022**

A. Tender Details

Tender No : **SDSC SHAR/SCF-2(CMG, TEL, SFS, MSA, EF&HD, SR, TOMD, CANTEEN)/SH202200149101**

Tender Date : **03-11-2022**

Tender Classification: **GOODS**

Purchase Entity : **SCF-2(CMG, TEL, SFS, MSA, EF&HD, SR, TOMD, CANTEEN)**

Centre : **SATISH DHAWAN SPACE CENTRE SHAR SRIHARIKOTA (SDSC SHAR)**

RATE CONTRACT FOR SUPPLY OF AUTOMOTIVE BATTERIES FOR A PERIOD OF 1 YEAR ON FIXED PRICES , AS AND WHEN REQUIRED.

RATE CONTRACT FOR SUPPLY OF AUTOMOTIVE BATTERIES FOR A PERIOD OF 1 YEAR ON FIXED PRICES , AS AND WHEN REQUIRED.

PRICE BID OPENING DATE IS TENTATIVE ONLY. HOWEVER EXACT DATE WILL BE INTIMATED AFTER TECHNICAL EVALUATION.

A.1 Tender Schedule

Bid Submission Start Date : **03-11-2022 12:00**

Bid Clarification Due Date : **11-11-2022 14:00**

Bid Submission Due Date : **23-11-2022 14:00**

Bid Opening Date : **23-11-2022 14:30**

Price Bid Opening Date : **30-12-2022 14:30**

B. Tender Attachments

Technical Write-up/Drawings

Document : [Annexure II Price Bid Format](#)

Document : [Annexure 1B Technical Details Sheet](#)

Document : [Annexure 1A Scope, T&C](#)

Instructions To Vendors

2. General Instructions to Vendor

1. Instructions to tenderers

TeleNo.08623-225174/226043

Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, nair_binu@shar.gov.in, vaishnavee.s@shar.gov.in

1. Interested tenderers may, at their option, login to <https://eproc.vssc.gov.in> and submit your offers.

2. TENDER FEE IS NOT APPLICABLE.

3. EARNEST MONEY DEPOSIT IS NOT APPLICABLE IF NOT MENTIONED IN THE RFP SPECIFICATION.

4. Indian agents while quoting on behalf of their principals are requested to attach Principals original quote, necessary authorization letter from their Principals, copy of agency agreement etc. in their bid.

5. TWO PART BIDS: In case of Two part tender, price details shall not be uploaded in the Technical & Commercial Bids (Part I), failing to which the bid will be treated as INVALID.

6. The offer should be valid for a minimum period of 120 days for 2 part / 90 days for single part from the date of opening.

7. Due date & time: Sufficient time has been allotted for Bid submission. Vendors are requested to complete Bid submission well in advance. Last minute requests for due date extension citing server problems etc. will not be entertained. Bids will not be entertained after the due date and time.

7 (A). Request for the extension of the due date will not be considered.

8.

(a) Bid Opening for Public Tender: In case of Public Tender-Two Part Tenders: Technical and

Commercial Bids will be opened on the first day specified for Tender opening. Interested vendors can attend the tender opening session to know the bidding details (Bidders presence is not mandatory to consider the quote for evaluation). Price Bid opening of the selected vendors will be scheduled later and it will be intimated to the selected Bidder (s).

(b) For Limited Tender: Bidders participation is not allowed.

9. Prices are required to be quoted according to the units indicated.

10. Preference will be given to those tenderers offering supplies from ready stocks and on the basis of FOR destination delivery at site.

11. (a) All available technical literature, catalogues and other data in support of the specifications and detail of the items should be furnished as attachments.

(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 dimensions details are available the same should be indicated in your offer.

(d) Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in their quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples wherever necessary. Test certificates wherever necessary should be attached. Whenever options are 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.

12. 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 portion of quantity offered and the tenderers shall supply the same at the rates quoted.

13. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.

14. The tenderer will be required to furnish a document containing the name of his bankers as well as the latest income-tax clearance certificate duly counter signed by the Income-tax Officer of the Circle concerned under the Seal of his office, if required by the Purchaser.

15. The Purchaser reserves the right to place order on the successful tenderers for additional quantity up to 25% of the quantity offered by them at the rates quoted.

16. Sr. Head, Purchase and Stores, SDSC SHAR SRIHARIKOTA reserves the right to accept or reject any bid in part or full without assigning any reason thereof.

17. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the above OM is applicable for this tender.

3. STANDARD TERMS & CONDITIONS

1. Tele No.08623-/225174/226043

Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, nair_binu@shar.gov.in, vaishnavee.s@shar.gov.in

1. Instruction to Indigenous Suppliers:

a) Payment Terms shall be as specified in RFP. If not specifically mentioned Our Normal payment term is 100% within 30 days after receipt and acceptance of the item at our site. Please confirm acceptance in your quotation.

b) GST/IGST: Please specify GST percentage, if any, in your offer. Please mention HSN code in your offer.

c) Purchase / Price preference to MSEs

Purchase/Price preference will be applicable to the product reservation admissible to the Micro and Small Enterprises. Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small and Medium Enterprises Development Act, 2006. The participating MSEs in a tender, quoting price within the band of L-1 + 15% may also be allowed to supply a portion of the requirement by bringing down their price to the L-1 price, in a situation where L-1 price is from someone other than an MSE. Such MSEs may be allowed to supply up to 25% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

Micro & Small Enterprises which have technical capability to deliver the goods & Services as per prescribed technical & quality specifications and may not be able to meet the qualification criterion relating to prior experience-prior turnover may be relaxed as per guidelines issued by Ministry of MSMEs & as amended from time to time.

Interested vendors shall specifically claim the benefit with supporting documents.

d) Purchase / Price preference to Make-in-India Products:

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs. 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in-India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Instruction to Foreign Suppliers:

a) Payment Terms shall be as specified in RFP. If not specifically mentioned Our normal payment term is SIGHT DRAFT, Please confirm acceptance in your offer, if you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.

b) Please specify whether any export clearance is required in case of an order on you.

c) Warranty/Guarantee applicable for the item shall be mentioned in your offer

d) Special Certification for packing Material : as per Plant Quarantine (Regulation of Control into India) Order 2003, Articles packed with packing material of plant origin viz., hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, Dunn age Mats, wooden packages, coir pith, peat or sphagnum moss etc., will be allowed entry by Customs only with a Phytosanitary Certificate. In case if a Purchase Order, if you propose to us any of the above material for packing such a certificate issued by your local Plant Quarantine Authority shall be furnished.

e) Confirm whether any Export License is required and for which End User Certificate is to be provided by us, in case of an Order on you. (Enclose format for EUC, if applicable)

f) Either Indian Agent on behalf of the foreign principals or the foreign principal directly can quote against this order, but not both. In either case an Indian agent cannot represent more than one principal against the same tender.

g) In case the quote is in INR we prefer to execute the same on HSS Basis and for which Concessional Customs duty as per Notification no.50/2017 Customs dated 30.06.2017, Serial No.539(A) as amended by Notification no.05/2018 dated 25.01.2018. In case the quote is on Indian Rupee (Outside High Sea Sale), the price shall include taxes and duties if any. We shall not be able to provide any duty or IGST tax exemption/concession certificates. If the item quote is of USA make, please quote for all-inclusive price since we prefer to get the item on FOR destination basis.

h) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the above OM is applicable for this tender.

Common terms to Indigenous and foreign suppliers:

3.Warranty

You shall provide applicable warranty for the items offered by you without fail. For the applicable period you shall provide necessary warranty certificate.

4.Performance Bank Guarantee

Towards the performance of the systems during the warranty period you shall submit a performance bank guarantee equivalent to 3% of the order value to cover the warranty period. This PBG shall be interest free and the same shall be returned to you on successful completion of all contractual obligations. The said PBG shall have a further claim period of 2 months.

5.Security Deposit

On acceptance of the order, you shall submit an interest free amount equivalent to 3% of the total contract/order value towards security deposit. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Bank Guarantee/Demand Draft/FDR receipts duly endorsed in the name of the centre. The Security Deposit will be returned to you on successful completion of the Contractual obligations; failing which it shall be forfeited/adjusted.

6.Offer Validity

Your offer shall be valid for 120 days in case of 2 part / 90 days in case of single part from the date of tender opening. In case you offer validity is less than the mentioned above, the said offer is liable for rejection which may please be noted.

7.Liquidated Damages:

If you fail to deliver the ordered items satisfactorily within the time specified or any extension thereof, Liquidated Damage @ 0.5%(zero point five percent) of the order value or part thereof the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However total Liquidated Damage shall not exceed 10% (ten percent) of the order value.

FORCE MAJEURE:

Should a part or whole work covered under this contract be delayed in delivery/completion of work due to reasons of Force majeure which shall include legal lockouts, strikes, riots, civil commotion, fire, accidents, quarantines, epidemic, acts of God & War, stoppage of deliveries by the Government , freight embargoes etc; the delivery period/completion of work referred to in this Contract shall be extended by a period not in excess of duration of such Force Majeure. The occurrence shall be notified by either party within reasonable time.

8. Offers received through post, courier, fax or email will not be considered.

9. Technical and commercial bid (Part-I) shall not contain any price details. Optional accessories or other price details, if any shall be uploaded in Supporting documents related to Price Bid, to be opened along with Price Bid.

10. In respect of FIM being issued, the fabricator shall submit Bank Guarantee for equivalent sum compulsorily. In case, submission of Bank Guarantee is not possible, the reasons there for shall be clearly mentioned. However, for such cases the fabricators at their cost shall secure such FIM through Insurance Policy with Director, SDSC SHAR as beneficiary. In case of PSU and Government Organization, Indemnity Bond in lieu of Bank Guarantee is acceptable. Balance FIM/Scrap, if any shall be returned along with the supply of the items. Please confirm acceptance in your quotation.

11. SDSC SHAR shall have the right to place part order among the parties for the items for which they are the lowest.

12. Arbitration:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

13. As per Rule 144 (xi) to GFR any bidder from a country - for any goods/services including consultancy and non consultancy services and turnkey projects -- that shares a land border with India, will have to be registered with a competent authority.

4. Tender- Two part Instructions

1. 1. This requirement can be quoted only through online e-procurement mode using ISRO portal <https://eproc.isro.gov.in>. No manual tender will be considered.

2. The vendors have to get themselves registered in above site to download the tender details. To register in above ISRO portal (<https://eproc.isro.gov.in>) the vendors need to have digital certificate The digital certificate can be obtained from any digital certifying authority like M/s (n)Code solutions; M/s

Tata Consultancy Ltd., M/s Satyam Information System etc.

3. The parties are advised to download the tender and submit the bid on online at least two days prior to tender closing date to avoid last minute network problem. The due date shall not be extended due to network or computer related problems.

4. Tender fee is not applicable.

5. This being a two part tender i.e. Technical & Commercial Part and Price Part, the tenderer should not attach any documents containing Pricing information along with Technical & Commercial Bid. Normally we do not open PART-II (Price bid), if PART-I (Technical Offer) does not meet with our technical specification requirements. Price bid opening date mentioned in the tender document/ Schedule is tentative only. However, price bid opening will be made only after satisfactory completion of Part-I technical bid evaluation and with prior intimation to vendors.

6. Our Tender Enquiry contains technical requirements and specification. The detailed technical specification of your offer should be covered in the technical part. The Technical documents need to be attached online as a single PDF file without any prior information. The tender attachments containing Price details will be treated as unsolicited offers and rejected.

7. The quote should indicate quantity wise unit rate separately which have to be filled online. The Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.

8. Bidders are expected to comply with the technical & commercial and other terms and conditions given in vendor specified terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.

9. The vendors have to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided in the Technical Write-up/ Drawings document. The specification offered by the vendors may also be indicated in the compliance statement wherever necessary.

10. The Technical Specification / Drawing / Product Catalogues / Works carried by vendor / Make offered etc. as a single PDF file without any financial details has to uploaded online mode by the vendor. This being TWO PART TENDER the PDF document uploaded should not contain any commercial/pricing details. If the attached PDF contains any pricing detail the offer will be treated as unsolicited and will be summarily rejected.

11. Original Equipment Manufacturer (OEM) or their representative can submit bid. Indian agents while quoting on behalf of their principals are requested to attach necessary authorization letter from their Principals in their bid.

12. Instructions on Indian Agent (if any):- Bidders are required to provide the following information in respect of their authorized Indian Agent, if any, alongwith technical bid as the same is mandatory as is required for consideration of the bid. Name, Address, Telephone no. , fax no., email of the Indian Agent including the contact person.

13. A letter from the OEM in the current date certifying that the said Indian Agent is their authorized Indian Agent and also indicating the responsibilities/role of the Indian Agent under the proposed purchase. Remuneration/service charges payable to the Indian Agent under the proposed purchase.

14. The offer should be valid for a minimum period of 120 days from the date of tender opening or as

specified in the tender document.

15. Due date & time: Sufficient time has been allotted for Bid submission. Vendors are requested to complete Bid submission well in advance. Last minute requests for due date extension citing server problems etc. will not be entertained. Bids will not be entertained after the due date and time.

17. The vendors may contact +91471 2565454/4574/2527/3753/3289 or eproc@vssc.gov.in for any technical assistance in bid submission.

18. Once the offer is submitted in on line mode by the vendor and bid submission period is over, vendor will not be able to provide revised offer.

19. Request for the extension of the due date will not be considered.

20. Tender which are not prepared in terms of these instructions are liable to be rejected.

21. Based on the response to the e-Public Tender Notice, SDSC SHAR reserves the right to change any milestone date of the tendering activity.

22. SDSC SHAR reserves the right to verify all claims made by the bidder.

23. Tender Opening : The Technical and Commercial Bid [Part-I] will be opened on the specified day mentioned in the schedule and in case any further clarification/ discussion are required, such clarification/discussion shall be called for before opening the Price Bid.

24. The exact date and time of opening of price bid of successful tenderers will be intimated later.

25. Tenderers can participate in the said tender opening to know the details on for which, the representative of the firm shall be duly authorized by Competent Authority. Against proper authorization only such representatives shall be allowed to attend the tender opening. Tenderer Presence is not mandatory to consider the Quote for evaluation.

26. SDSC SHAR, SRIHARIKOTA reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

7. 1. L1 WILL BE ARRIVED, PRICE MENTIONED IN PRICE BID TEMPLATE

2. THIS IS A BUY BACK PROCUREMENT BY SDSC SHAR.

3. BUY BACK PRICE I INCLUSIVE OF GST UNDER COLUMN (E)

NOTE: INDENTING DIVISION WHILE DISPOSING PROCUREMENT SHALL BE ROUTED THROUGH STORES& DULY APPROVED BY CONTROLLER, SDSC SHAR

C. Bid Templates

C.1 Technical Bid - RATE CONTRACT FOR SUPPLY OF AUTOMOTIVE BATTERIES FOR A PERIOD OF 1 YEAR ON FIXED PRICES , AS AND WHEN REQUIRED.

1. Automative LA battery 12V 150AH WITH PP BODY & 18 MONTHS FREE REPLACEMENT WARRANTY FOR BUS/TRUCK.

2. Automative LA battery 12V 100AH WITH PP BODY & 18 MONTHS FREE REPLACEMENT WARRANTY FOR FORCE TRAVELLER AMBULANCE / TATA 709.

3. Automative LA battery 12V 80AH WITH PP BODY & 18 MONTHS FREE REPLACEMENT WARRANTY FOR FORCE TRAVELLER VAN/ TATA SUMO GOLD/ 207 / BOLERO

4. Automative LA battery 12V 65AH WITH PP BODY & 18 MONTHS FREE REPLACEMENT WARRANTY FOR TOYOTA INNOVA/ M&M SCORPIO, THAR, MAXX

5. Automative LA battery 12V 65AH WITH PP BODY & 18 MONTHS FREE REPLACEMENT WARRANTY FOR TOYOTA INNOVA CRYSTA

6. Automative LA battery 12V 45AH WITH PP BODY & 24 MONTHS FREE REPLACEMENT WARRANTY FOR FORD FIESTA CARS (DIESEL)

7. Automative LA battery 12V 45AH WITH PP BODY & 24 MONTHS FREE REPLACEMENT WARRANTY FOR MARUTI CIAZ CARS (PETROL)

8. Automative LA battery 12V 35AH WITH PP BODY & 18 MONTHS FREE REPLACEMENT WARRANTY FOR TOYOTA ETIOS (P)/ TATA ACE/ MARUTI EECO/ HONDA CITY (P)

9. Automative LA battery 12V 5AH WITH PP BODY & 24 MONTHS FREE REPLACEMENT WARRANTY FOR HONDA ACTIVA / BAJAJ DISCOVER, TVS STAR CITY 2 WHEELERS.

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	AS PER T&C	AS PER T&C	Yes / No / Explain		

Supporting Documents required from Vendor

- 1. Bid qualification criteria related documents as per Annexure 1A table.**
 - 2. technical details statement given in Annexure.**
 - 3. price bid format given in the annexure in price part. (Price Bid Related)**
- 5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	FRESH BATTERIES, NOT OLDER THAN 3 MONTHS FROM THE ORDER DATE ONLY SHOULD BE SUPPLIED.	Yes / No / Explain	
2	THE OFFER SHOULD BE ON OLD BATTERY (OF SAME CAPACITY, ANY MAKE) BUY BACK BASIS	Yes / No / Explain	
3	RATE CONTRACT FOR ONE YEAR ON FIXED RATES, AS AND WHEN REQUIRED TO SDSC SHAR	Yes / No / Explain	
4	GST AND OTHER COSTS, IF ANY: Percentage of applicable GST for the quoted items shall be indicated along with SAC/HSN Code.	Yes / No / Explain	
5	DELIVERY TERM: FOR SRIHARIKOTA	Yes / No / Explain	
6	CONTRACT PERIOD IS VALID FOR ONE YEAR AND EXTENDABLE FOR ONE MORE YEAR	Yes / No / Explain	
7	PAYMENT TERM: 100% payment will be made on pro-rata basis against submission of bills on supply of batteries , each time	Yes / No / Explain	
8	LIQUIDATED DAMAGES (LD): In case of delay in total scope of work beyond the stipulated delivery period, Liquidated Damage will be levied @ 1/2% per week or part there of subject to a maximum of 10% of total order value.	Yes / No / Explain	
9	WARRANTY / GUARANTEE: AS PER ANNEXURE	Yes / No / Explain	
10	PERFORMANCE BANK GUARANTEE (PBG): A Bank Guarantee for 3% of the order value shall be provided along with supply towards the performance of the system. The Bank Guarantee should be from a Nationalized / Scheduled Bank in Rs.100/- non-judicial stamp paper valid till the successful completion of warranty period plus 60 days. This will not carry any interest and shall be returned to you after successful completion of warranty period against your request. In case of non-performance/poor performance the Bank Guarantee shall be forfeited.	Yes / No / Explain	

11	<p>COMBINED BANK GUARANTEE: In case, if You are unable to provide two separate BGs, i.e., one for SD and one for PBG, You can submit a combined BG for SD & PBG for 3% of the Order value valid till the completion of total contractual obligation (i.e. Delivery period plus Warranty period plus 60 days). Please confirm.</p>	Yes / No / Explain	
12	<p>INSURANCE: Being a Govt. Of India Dept., Insurance is not required at our cost. Please ensure the safe delivery of the ordered item with proper transport worthy pack.</p>	Yes / No / Explain	
13	<p>SECURITY DEPOSIT: Security Deposit shall be submitted for 03% of the order value (as per the Specimen enclosed on Rs.100/- Non-Judicial Stamp Paper) in the form of Bank Guarantee/Fixed deposit receipt from a Nationalized/Scheduled Bank or by Demand Draft within 10 days after receipt of PO valid till completion. This security deposit shall not carry any interest and shall be returned to you only after successful completion of the contract. In case of poor performance/ non performance of the contractual obligation security deposit shall be forfeited. In case of non submission of Security deposit within the stipulated period, this order shall be liable to be cancelled in addition to any other action against you.</p>	Yes / No / Explain	
14	<p>VALIDITY OF OFFER: - In case of single part tender - the validity of offers/tenders should be 90 days. In case of two part tender - 120 days from the date of opening of Part-I bid and 60 days from the date of opening of Part-II bid. Tenders shorter than offer validity mentioned above will not be considered for evaluation.</p>	Yes / No / Explain	
15	<p>Items supplied shall be of the Make specified. Offers other than these makes will not be considered. Please mention the offered make.</p>	Yes / No / Explain	

16	<p>FALL CLAUSE: The service charges quoted by you shall in no event exceed the lowest charges at which you service the machines of identical description to any other party during the period of this Contract. If at any time during the said period, you reduce the service charges of such item to any other customers, it shall be forth with done after the date of coming in to force of such reduction of service charges shall stand correspondingly reduced.</p>	Yes / No / Explain	
17	<p>FORCE MAJEURE: If at any time during the continuance of the order the performance in whole or part by either party of any obligation under this order shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, lightening, epidemic, quarantine restrictions, strikes, go-slow, lockout or acts of God, notice of which is given either party to the other within 21 days from the date of occurrence thereof, neither party shall be reasons of such eventually be entitled to terminate this order nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.</p>	Yes / No / Explain	

18	<p>Arbitration: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	Yes / No / Explain	
19	ALL TERMS AND CONDITIONS ARE AS PER ANNEXURES ATTACHED	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
---------	------	----------	------------	----------	-------------	--------

1	Automative LA battery 12V 150AH WITH PP BODY & 18 MONTHS FREE REPLACEME NT WARRANTY FOR BUS/TRUCK.	40.00 Nos.				
2	Automative LA battery 12V 100AH WITH PP BODY & 18 MONTHS FREE REPLACEME NT WARRANTY FOR FORCE TRAVELLER AMBULANC E / TATA 709.	5.00 Nos.				
3	Automative LA battery 12V 80AH WITH PP BODY & 18 MONTHS FREE REPLACEME NT WARRANTY FOR FORCE TRAVELLER VAN/ TATA SUMO GOLD/ 207 / BOLERO	12.00 Nos.				
4	Automative LA battery 12V 65AH WITH PP BODY & 18 MONTHS FREE REPLACEME NT WARRANTY FOR TOYOTA INNOVA/ M&M SCORPIO, THAR, MAXX	3.00 Nos.				

5	Automotive LA battery 12V 65AH WITH PP BODY & 18 MONTHS FREE REPLACEMENT WARRANTY FOR TOYOTA INNOVA CRYSTA	8.00 Nos.					
6	Automotive LA battery 12V 45AH WITH PP BODY & 24 MONTHS FREE REPLACEMENT WARRANTY FOR FORD FIESTA CARS (DIESEL)	3.00 Nos.					
7	Automotive LA battery 12V 45AH WITH PP BODY & 24 MONTHS FREE REPLACEMENT WARRANTY FOR MARUTI CIAZ CARS (PETROL)	3.00 Nos.					
8	Automotive LA battery 12V 35AH WITH PP BODY & 18 MONTHS FREE REPLACEMENT WARRANTY FOR TOYOTA ETIOS (P)/ TATA ACE/ MARUTI EECO/ HONDA CITY (P)	3.00 Nos.					

9	Automotive LA battery 12V 5AH WITH PP BODY & 24 MONTHS FREE REPLACEME NT WARRANTY FOR HONDA ACTIVA / BAJAJ DISCOVER, TVS STAR CITY 2 WHEELERS.	50.00 Nos.		-		
---	--	------------	--	---	--	--

Common charges (Applicable for all items)

Additional Charges, if any (P&F, Freight etc.)	
---	--