



Liquid Propulsion Systems Centre Bengaluru

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Schedule Display - LPSCB

[Helpdesk](#)
Tender Ref. No: LPSCB/PUR/2020E0201001

Tender Ref. Date: 15-09-2020

[Logout](#)

Schedule : Single Submission MultiOpening, Two Part

Seq No	Buyer Stage	Supplier Stage	Start Date & Time	Expiry Date & Time
1	Tender Release	-	15-09-2020 10:00	17-09-2020 14:00
2	-	Tender download	17-09-2020 14:01	19-10-2020 14:00
3	-	Bid Submission	17-09-2020 14:01	19-10-2020 14:00
4	Bid Sealing	-	19-10-2020 14:01	20-10-2020 14:00
5	-	Open Authorisation	20-10-2020 14:01	23-10-2020 14:00
6	Tender Opening	-	23-10-2020 14:01	06-11-2020 14:00
7	Tender Evaluation	-	23-10-2020 14:01	06-11-2020 14:00
8	Price Bid Opening	-	06-11-2020 14:01	31-12-2020 17:00
9	Price Bid Evaluation	-	06-11-2020 14:01	31-12-2020 17:00
10	PO Release	-	06-11-2020 14:01	31-12-2020 17:00

[Back](#)

Tender Details

Tender No: LPSCB/PUR/2020E0201001

Tender Date: 15/09/2020

Purchase Entity: PURCHASE

Tender Attachments

Standard Terms and Conditions - Indigenous

Terms & Conditions - Indigenous:

1. Tenderers may login to <http://eprocure.isro.gov.in> and submit offers. The documents solicited from vendor should be submitted online. Documents has to be uploaded in PDF format only.
2. Indian agents while quoting on behalf of their Principals are requested to attach necessary authorization letter from their Principals in their bid.
3. The offer should be valid for a minimum period of 120 days from the date of opening. Request for the extension of the due date will not be considered.
4. Purchase and Stores Officer, LPSC, Bangalore reserves the right to accept or reject any bid in part or full without assigning any reason thereof.
5. Ensure to submit your quotation online at lease two days before the due date to ensure that Internet problem and network congestion does not cause problem. The due date will not be extended due to non-availability of server. Bids will not be entertained after the due date and time.
6. PLEASE QUOTE FIRM AND FIXED' PRICE FOR DELIVERY AT SITE / F.O.R DESTINATION BASIS (INCLUDING PACKING AND FORWARDING) I.E., PURCHASE AND STORES OFFICER (STORES), LPSC, ISRO, BANGALORE - 560008.
7. The suppliers have to provide the Open Authorization as per schedule defined. Their bids will not be valid if this is not submitted online before the Open Authorization closing date. Please note that the delivery term shall be only FOR LPSC, Bangalore -560008, KARNATAKA State.

8. All vendors should regularly see the e-mail being sent from e-procurement portal for initiating appropriate action.

9. Ensure to respond to our Tender Enquiry , In case of no response , we may not contact you for our future requirements.

10. Ours being Government of India organisation, our payment terms is only Full payment within 30 days after receipt & acceptance at our site', please quote accordingly. Other terms of payment may be considered only if suitable cash discounts for against delivery and acceptance by LPSC, Bangalore Stores' (not through bank) are offered.

11. Percentage of GST if any, should be shown separately and clearly in your quotation.

12. Please specify the make or brand name of the item offered while quoting. Performance Bank Guarantee : The suppliers shall provide a Performance Bank Guarantee (PBG) for covering the period of Warranty after release of Purchase Order for the value of 10% of total order value(if applicable).

13. WARRANTY CLAUSE : The items supplied against this purchase order shall be warranted for a period of 1 / 2 / 3 years from the date of supply, installation & acceptance of system at LPSC, Bangalore.

Instructions to Tenderers - Imported Items

Instruction to Tenders - Imported Items:

1. Definitions:

(a) The term 'Purchaser' shall mean the President of India or his successors or assigns.

(b) The term 'Contractor' shall mean person, firm or company with whom or with which the Order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs executors and administrators unless excluded by the contract.

(c) The term 'Stores' shall mean what Contractor agrees to supply under the contract as specified in the Purchase Order including erection of plants and machinery and subsequent testing, should such a condition be included in the Purchase Order.

(d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf of the purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. Prices:

Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

3. Security Deposit:

On acceptance of 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 for at the risk of the contractor in terms of Sub-Clause (ii) and (iii) of Clause 10(b) here of and/or to recover from the Contractor damages arising from such cancellation.

4. Guarantee & Replacement:

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

(b) For a period of 12 / 24 / 36 months after the acceptance of the stores, if any defects are discovered there in or any defects therein found to have developed under propose use arising from faulty stores design or workmanship 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 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 debtors 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 or defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renew or replacement shall be final, conclusive and binding on the Contractor.

(f) To fulfill 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 stores at Purchaser's site.

(h) Even while the 12 months guarantee applies to all stores in case where a greater period is called forth 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 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. Dispatches:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched with clear Railway Receipt / Lorry Receipt. If sent in any other mode it is 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 dispatch documents.

8. Acceptance of Stores:

(a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the Purchaser at the Contractor's own risk, expenses 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 that 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 rejecting 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 Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the Purchaser or his representative has, at his discretion the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. Delivery:

(a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the contract and delivery must be completed on or before the specified dates.

(b) Should the Contractor fail to deliver the stores or any consignment there of 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 2% of the price of any stores which the Contractor has failed to deliver as aforesaid for each month or part of a month, during which the delivery of such stores may be in arrears, or

(ii) to purchase 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 canceling 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 authorize the purchase of stores not so delivered or others of similar description (where others exactly complying with the particulars are not, in the opinion of the purchaser readily procurable such opinion being final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 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 re-purchase 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 repurchase made against default. The manner and method of such repurchase 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 repurchase 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 time:

As soon as it is apparent that contract dated 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 clause 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 Purchasers rights to recover liquidated damages under clause 10 hereof.

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 even 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. Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

14. Recovers of sums due:

Whenever any claim for the payment of whether liquidated or not, moneys arises 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.

15. 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 copy right or trade mark 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 of damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract.

16. 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 matters 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 of 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 a Government Servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this contract, it is a term of this contract.

a) If the arbitrator be the Head of the Purchase Office

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 the 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 Purchase Office to appoint another person as arbitrator or

b) If the arbitrator be a person appointed by the Head of the Purchase Officer 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 Purchase Office either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. Subject as aforesaid, the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modification 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 Contractor the time of making and publishing the award. The venue of arbitration shall be the place as the Purchaser in his absolute discretion may

determine. Work under the Contract shall, if reasonably possible, continue during Arbitration, Proceedings.

17. Counter Terms and Conditions of Suppliers:

Where counter terms and conditions / printed or cyclostyled conditions have been offered by the supplier the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

18. Security for Purchaser's Materials:

Successful tenderer will have to furnish in the form of a Bank Guarantee or in any other form as called for by the Purchaser towards adequate security for the materials/property provided by the Purchaser for the due execution of the contract.

19. Insurance of the Stores:

The Purchaser shall be responsible for insuring the Stores when considered necessary. The contractor shall however be responsible for notifying as per proforma enclosed, to the insurers nominated by the purchase. The complete details of the proposed shipment including the value of each shipment and other relevant data, may be immediately sent after shipment to enable the purchaser or the insurers to arrange for the insurance of the insurance policy. The necessity or otherwise of insurance will be indicated in the purchase order.

20. Contractor's Default Liability:

20.1 The Purchaser may upon written notice of the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:-

(a) If the judgement of the Purchase the Contractor fails to make delivery of Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the Purchaser to the Contractor.

(b) If in the judgement of the Purchase the Contractor fails to comply with any of the other provision of this contract.

20.2 In the event the Purchaser terminates the COntact in whole or in part as provided in Clause 20.1 the Purchaser reserves the right to Purchase upon such term and in such manner as is deemed appropriate stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar stores and or for liquidated damages for delay as defined in Clause 21 unit, such reasonable time as may be required for the final supply of Stores.

21. Delay in Completion/ Liquidated Damages:

If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof, the Purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of undelivered Stores for each calender week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all its components, part 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.<br

22. Arbitration:

If at any time any question, of disputes or differences whatsoever shall arise between the Purchase and the COnttractor upon or in connection with thin contract either party may forhwith give to other notices in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the Purchaser, other by the Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the unpire. The arbitration shall be conducted in accordance with rules and procedures for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

23. Indemnity:

The contractor shall warrant and be deemed to warranted that all Stores supplied against this contract are free and clean of infringement of any Patent, copy right or trade mark 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 the sufficient of all the means used by him for the fulfillment of the contract.

24. Bank Charges:

While the Purchaser shall bear the bank charges payable to his Bankers (State Bank of India, NAL Branch, Bangalore - 560017) the Contractor shall bear the Bank charges payable to his Bankers including the charges towards advising amendment commissions.

25. Training:

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

26. Applicable Law:

The Contract shall be interpreted, construed and governed by the laws of India.

Standard Terms and Conditions - Import Items

Terms and Conditions - Import Items:

<head><title>TERMS AND CONDITIONS - IMPORT ITEMS :</title></head><body>1.Prices on 'ex-works' duly packed or on 'f. C. A. International air port' basis and also including agency commission payable to your indian agents if any. 2.Indian agents address and percentage of agency commission included in the above f. O. B. /ex-works price [this will be paid to the indian agents in indian rupees only]. 3.Measurements / weight nett / gross of the consignment and estimated air freight charges from international port to bangalore [india]. 4.Estimated freight [if applicable] charges from your f.o.b. Sea-

port to chennai sea-port and final destination at icd bangalore. 5.Your banker's address with swift code. 6.Whether any export licence is required from your govt./ reference no. Of the controlled commodity/mention list of your govt. Export regulation. 7.Ours being a government of india organisation, we prefer 'sight draft' terms of payment. Please confirm acceptance of the same. 8.Technical catalogue /leaflet/compliance matrix should be enclosed without fail. 9.Please confirm whether you are authorised to quote on behalf of your principals and if so, please enclose a copy of such authorisation with your quotation.10.The telex offer / proforma invoice of your principals should accompany with your letter. 11.Foreign suppliers are requested to send their offers directly to us for consideration. 12.Country of origin also shall be indicated in your offer. </body></html>

LPSC, BANGALORE

INSTRUCTION TO TENDERERS (PT)

Instruction to Vendors (PT)

INSTRUCTION TO TENDERERS (PT):

1. Interested tenderers may, at their option, login to <https://eprocure.isro.gov.in> and submit your offers .
2. TENDER FEE NOT APPLICABLE
3. EARNEST MONEY DEPOSIT NOT APPLICABLE:
4. Indian agents while quoting on behalf of their principals are requested to attach necessary authorization letter from their Principals in their bid.
5. The offer should be valid for a minimum period of 120 days from the date of opening.
6. Bids will not be entertained after the due date and time.
7. Request for the extension of the due date will not be considered.
8. Head, Purchase and Stores, LPSC, Bangalore, reserves the right to accept or reject any bid in part or full without assigning any reason thereof.

LPSC , BANGALORE

INSTRUCTION TO VENDORS SINGLE or TWO_PART (PT)

Instruction to Vendors (PT)

INSTRUCTION TO TENDERER(PT):

INSTRUCTION TO VENDORS SINGLE OR TWO_PART (PT)GENERAL INSTRUCTION TO TENDERERS

1. This requirement can be quoted only through online e-procurement mode using ISRO portal <https://eprocure.isro.gov.in>. The document will be available in Central Public Procurement (CPP) Portal also. 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://eprocure.isro.gov.in>) the vendors need to have Class - III Digital Certificate. The Digital Certificate can be obtained from any digital certifying authority. The following e-tokens with their current drivers are tested and working fine with our system. Aladdin, Vasco, Starkey, Moser baer, E-pass-2003, Safenet-2032, WD Proxkey Grey / SPC Token and Trustkey.

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 NOT APPLICABLE.

5. If the tender Enquiry is a two part tender i.e., Technical & Commercial Offer Part - I and Price Part- II separately, the tenderers should not attach any documents containing Pricing information along with Technical & Commercial bid (Part- I). Normally we do not open PART-II (Price Part-II), if PART-I (Technical & Commercial Offer) does not meet with our technical specification requirements.

6. Our tender enquiry contains technical requirements and specification. The detailed Technical Specification of your offer should be covered in the Technical & Commercial bid (Part- I). The Technical Documents need to be attached online as a single PDF file without any prior information. The tender attachment containing Price details in Technical & Commercial bid (Part- I) will be treated as unsolicited offers and rejected.

7. The quote should indicate quantity wise unit rate separately which have to be filled online in Price Part-II. The Prices are to be mentioned both in figures as well as in words. The GST, 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 Writeup/ 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 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 to LPSC(B). Indian agents while quoting on behalf of their principals are requested to attach necessary authorization letter from their Principals in their bid.

12. Instructions to Indian Agent:- Bidders are required to provide the following information in respect of their authorization from their Principal, if any, alongwith technical bid as the same is mandatory as it is required for consideration of the bid. Name, Address, Telephone no. , Fax no., email of the Indian Agent including the contact person to be provided.

13. A letter from the OEM in the current date certifying that the said Indian Agent is their authorised 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 to be indicated in Price Part -II separately.

14. 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 this tender.

15. If an agent submits bid on behalf of the Principal/OEM the same agent shall not submit a bid on behalf of another Principal/OEM in this tender for the same Item/Product.

16. The offer should be valid for a minimum period of 120 days from the due date of opening.

17. Bids will not be entertained after the due date and time.

18. The vendors who have submitted the bids before the closing have to give Open Authorization as per schedule after the tender closing date. If Open Authorization is not provided within stipulated date & time, your offer will not be considered.

19. Delivery Terms: In case of Indigenous items : FOR LPSC, BANGALORE In case of Foreign orders: EX-WORKS / FOB /FCA

20. The vendors may contact 020-25315555 (Monday-to Friday 10.00 Hrs to 17.30 Hrs and on Saturday 10.00 Hrs to 13.00 Hrs), E-mail: support.isro@nextenders.com for any technical assistance in vendor registration and bid submission.

21. The quoted price is fixed & firm. Once the offer is submitted in on line mode by the vendor and bid sealing is done by LPSC(B), vendor will not be able to provide revised offer.

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

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

24. Tenders which are not prepared in terms of these instructions are liable to be rejected.

25. Based on the response to the e-Public tender Notice, LPSC(B) reserves the right to change any milestone date of the tendering activity.

26. LPSC(B) reserves the right to verify all claims made by the bidder.

27. 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.

28. Tenderers can participate in the said tender opening for which, the representative of the firm shall be duly authorized by Competent Authority. Against proper e-authorization only such representatives shall be allowed to attend the tender opening.

29. Head, Purchase and Stores, LPSC, Bangalore, reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

30. EARNEST MONEY DEPOSIT NOT APPLICABLE:

31. Fax & Email offers are not accepted.

32. In case of any clarification to be sought to this tender you may please contact Purchase and Stores Officer (PSO) through Email: purchase@lpsc.gov.in and Ph No: 080 250 37 170/171/140

33. All the procurement is assumed to be SEA FREIGHT ONLY, in case any change in mode of delivery, this has to be clearly specified with justification

LPSC , BANGALORE

STANDARD TERMS AND CONDITIONS (PT)

Instruction to Vendors (PT)

STANDARD TERMS AND CONDITIONS (PT):

STANDARD TERMS AND CONDITIONS

1.Instruction to Indigenous Suppliers:

a)Our Normal payment terms are 100% within 30 days after receipt and acceptance of the item at our site. Please confirm acceptance in your quotation.

b)Please specify GST percentage, if any, in your offer.

(i). Please refer Sl No: 1 of Government Of India, Ministry Of Finance, Notification Number 47/2017 Integrated Tax (rate) dated: 14/11/2017, the applicable percentage of GST is 5% only for the supply of Goods (Procurement). Necessary Certificate will be issued later. (ii). Please refer sl no: 1 of Government Of Karnataka, Finance Secretariat, Notification Number 45/2017 FD 48 CSL 2017, BENGALURU, dated: 14/11/2017, the applicable percentage of GST is 5% only for the supply of Goods (Procurement). Necessary Certificate will be issued later. (iii). In case of service (i.e. Installation, commissioning & testing and AMC, etc. ,) GST @18% extra. (iv). GST is not applicable for imported items.

2.Instruction to foreign Suppliers:-

a)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) Confirm whether any Export clearance 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)

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

e) The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender) the same will not be considered. f) In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item/product will not be considered. (In either case an Indian agent cannot represent more than one principal against the same tender)

g) If an agent submits Bid on behalf of the Principal/OEM the same agent shall not submit a bid on behalf of another Principal/OEM in this tender for the same Item/Product. (In either case an Indian agent cannot represent more than one principal against the same tender)

h) In case the quote is on Indian Rupee (High Sea Sale), the price shall include GST and duties if any, Department will provide concessional certificates. If the item quote is of USA / France / Germany / Japan/Italy and etc. make, please quote for all-inclusive price since we prefer to get the item on FOR destination basis.

3. Purchase / Price preference to MSEs (Not applicable to foreign Suppliers/Vendors)

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 upto 20% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

4. Warranty:-

Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.

5.Performance Bank Guarantee

Towards the performance of the systems during the warranty period you shall submit a performance bank guarantee equivalent to 10% 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 6 months.

6.Security Deposit

On acceptance of the order, you shall submit an interest free amount equivalent to 10% 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/PDR 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.

7.Offer Validity

Your offer shall be valid for 120 days from the date due date of tender opening. In case you offer validity is less than 120 days, the said offer is liable for rejection which may please be noted.

8.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.

9.Offers received through fax or email or unsigned will not be considered.

10.JURISDICTION

The court of Bangalore only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this in case PO/contract.

11. Bank Details

You shall provide your bank details such as IFSC code, IBAN No. , SWIFT etc along with your offer which shall be not be changed till completion of supply/service.

12. FORCE MAJEURE

Neither LPSC, Bangalore nor Supplier/ Contractor, shall be considered in default of the performance of their obligations under this Purchase Order if such performance is prevented or delayed for any causes beyond the reasonable control of the parties to the Order getting affected, such as Acts of God, war, riots, civil, commotion, illegal strikes, legal lock-outs, epidemics, fire accidents, floods, earthquakes, proclamation or regulation or ordinance of any Government thereof, provided notice in writing of any such cause with necessary proof that the obligation under the Purchase Order is hereby affected or prevented or delayed is given within 14 days from the happening of the event. As soon as the cause of force majeure has ceased to exist, the party of the actual delay that has occurred due to such force majeure condition.

13. APPLICABLE LAW

The Contract shall be governed by Indian Law for the time being in force and jurisdiction shall lie in the Courts of India.

14. Custom Duty Concession Certificate:

LPSC is providing concession certificate towards the of payment of Customs Duty vide As per the Customs Notification No. 50/2017, Sl. No. 539(b)-CUSTOMS Dated 30.06.2017 & Amendment No: 5/2018, Sl No.539(A) - CUSTOMS Dated: 25/01/2018.

LPSC , BANGALORE

Bid Templates

Specification of Mass flowmeter

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1.1	Type : Coriolis Mass flow meter			
1.2	Range : 0-10 g/s			
1.3	Fluid medium : Hydrazine(N ₂ H ₄)			
1.4	Fluid Density : 1.0083 g/cc at 20degC			
1.5	Variables to measure a) Mass Flow rate b) Density c) Temperature			
1.6	Mass flow accuracy :less than or equal to 0.1% of rate			
1.7	Mass flow repeatability : less than or equal to 0.1% of rate			
1.8	Density accuracy: less than or equal to 0.0005 g/cc			
1.9	Density repeatability: less than or equal to 0.0002 g/cc			
1.10	Temperature accuracy: +/- 1 degC +/-0.5% of reading			

1.11	Temperature repeatability: less than or equal to 0.2deg.C			
1.12	Zero stability : less than or equal to 0.0012 Kg/hour			
1.13	Pressure drop : Less than 1.5 Bar			
1.14	Protection : ATEX EEx ib II C T4 or equivalent			
1.15	Wetted material: SS304L/316L			
1.16	Process connection :Swagelok compatible fitting 3/8' or 1/4' male adaptor			
1.17	Maximum process pressure : 100 Bar			
1.18	Operating temperature: 10 to 40 degC			

Accessories

Item Specifications -III

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
3.1	Connecting cable 50m (Sensor to Transmitter) - 4 Nos			

General terms and conditions

Item Specifications -IV

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
4.1	Document:The following document should be supplied along with the quotation/Supply: Detailed technical catalog indicating the quoted product with clear specification with the part number has to be provided along with offer.			
4.2	Test Certificates: 1.Manufacturer warranty certificate. 2.Certificate of Origin. 3.Calibration certificate for the entire range 4.Material certificate for wetted parts. 5.ATEX Certificate 6.Installation, operation and maintenance manual			
4.3	Delivery Schedule:Delivery schedule shall be within 20 weeks from the date of receipt of purchase order.			
4.4	Warranty:The product shall be warranted for a period of 12 months from the date of acceptance at our site.			
4.5	Heritage for Aerospace users.1. The party should have supplied similar item for reputed Aerospace / Defence industries with in the country.2. The address			

	and contact details of the company (year of supply,) where they have supplied shall be mentioned (Proof shall be produced).			
4.6	General terms and condition:1. In case of quote by an agent, agent should submit a valid authorization certificate obtained from OEM along with quote.2. The supply shall be from latest batch of flowmeters manufactured.3. Necessary accessories to be clearly mentioned in the quotation			

Specification of Flow transmitter

Item Specifications -II

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
2.1	Type : Suitable flow transmitter for the sensor mentioned in item specifications-I			
2.2	Mounting:Remote mount transmitter with mounting brackets			
2.3	Power :18 – 30 VDC/ 85 – 265 VAC			
2.4	Output :4-20 mA, HART, frequency, Modbus/RS485			

2.5	Display details : Backlit graphic display. Transmitter should display mass flow rate, volume flow rate, density, temperature, volume total, mass total etc.			
2.6	Features :Smart meter verification, Discrete batch control			
2.7	Operating temperature : 10 to 40 °C			

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Vendor Specified Terms

Description	Vendor Terms
<p>This is a two part tender, do not mention any price element along with Technical & Commercial bid (Part- I). Normally we do not open PART-II(Price Part-II), if PART-I (Technical & Commercial Offer) does not meet with our technical specification requirements.</p> <p>(1) Packing and Forwarding (P&F):P & F charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Terms).</p>	
<p>(2) GST for Indigenous Supply: Please mention applicable GST percentage in the offer a) Please refer Sl. No: 1 of Government Of India,</p>	

<p>Ministry Of Finance, Notification Number 47/2017 integrated Tax (rate) dated: 14/11/2017, the applicable percentage of GST is 5% only for the supply of Goods. Necessary Certificate will be issued later. b) Please refer Sl. No: 1 of Government Of Karnataka, Finance Secretariat, Notification Number 45/2017 FD 48 CSL 2017, BENGALURU, dated: 14/11/2017, the applicable percentage of GST is 5% only for the supply of Goods. Necessary Certificate will be issued later. c) In case of services (i.e., Installation, commissioning & testing and AMC, etc.,) GST @18% extra.</p>	
<p>(3) Duties & Levies for Foreign supply: a) LPSC is providing concession certificate towards the of payment of Customs Duty vide as per the Customs Notification No. 50/2017, Sl. No. 539(b)-CUSTOMS Dated 30.06.2017 & Amendment No: 5/2018, Sl. No. 539(a) CUSTOMS Dated: 25/01/2018. b) GST is not applicable for imported items.</p>	
<p>(4) Installation Charges: If any, mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Terms.</p>	
<p>(5) Delivery Terms: In case of Indigenous Supplier : FOR LPSC, BANGALORE</p>	
<p>(6) Delivery Terms: In case of Foreign Suppliers: EX-WORKS / FOB / FCA</p>	
<p>(7) Freight charges: If any, mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Terms.</p>	
<p>(8) Delivery Period: Delivery schedule shall be within 20 weeks from the date of receipt of Purchase Order. If not agreed, please mention your delivery period in remarks column</p>	
<p>(9) Payment Terms for Indigenous Orders: 100% payment shall be made through RTGS within 30 days after receipt (including installation & commissioning) and acceptance of the item at our site.</p>	
<p>(10) Payment Terms for Foreign Orders: Payment term shall be Sight Draft OR 90% by Irrevocable Letter of Credit and balance 10% by wire transfer after receipt (including installation & commissioning) and acceptance of the ordered item.</p>	
<p>(11) Liquidated Damages (LD): If the ordered items are not supplied within the delivery schedule, LD shall be levied from your bill @ 0.5%</p>	

<p>of the order value per week or 0.5% of the value of the stores for which the delivery is delayed for each week of delay subject to a maximum of 10% of the order value. (NOTE : This is a mandatory clause)</p>	
<p>(12) Warranty : Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.</p>	
<p>(13) Security Deposit (SD) : You have to furnish a Bank Guarantee for 10% of the order value within 10 days of receipt of order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days. (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).</p>	
<p>(14) Performance Bank Guarantee (PBG) : You have to submit a PBG from a Nationalised / Scheduled Bank for 10% of the order value towards the performance of the system at the time of supply valid till the completion of warranty period plus 60 days as per the format provided by the Department. OR 10% of the order value shall be with held till the completion of Warranty Period plus 60 days.</p>	
<p>(15) Security Deposit cum Performance Bank Guarantee (SD cum PBG):In case, if parties are unable to provide two separate BGs, i.e., one for SD and one for PBG, they can submit a combined BG for SD cum PBG within 10 days of receipt of order for 10% of order value valid till the completion of total contractual obligation (i.e., supply period + warranty period + 60 days) as per the format provided by the Department.</p>	
<p>(16) Insurance : Being a Government of India Department, Insurance is not required at our cost. Please ensure the safe delivery of the ordered item with proper AIR / SEA / ROAD worthy packing.</p>	
<p>(17) Validity of Offer :</p> <p>The validity of the offers should be 120 days from the date of opening of the tenders. NOTE : Tenders validity period shorter than offer validity mentioned above will not be considered for evaluation.</p>	

<p>(18) ARBITRATION: In the event of dispute or difference arising out of or in connection with this purchase order/contract, which cannot be resolved through amicable settlement by mutual consultation, the same shall be settled under the Rules of Arbitration & Conciliation act 1996 under the Indian statute only, whose decision shall be final and binding on both the parties.</p>	
<p>(19) JURISDICTION: The Courts in and around the City of Bangalore alone shall have jurisdiction to deal with and decide any matter or dispute whatsoever arising out of this agreement including those arising under the Arbitration Act.</p>	
<p>(20) Any other terms:</p>	

Vendor Specified Terms I

Description	Vendor Terms
<p>(21) In case of foreign orders:(a) Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer. (b) Please specify whether any Agency Commission is involved or not. If YES mention the percentage of Agency Commission. [Agency Commission shall be claimed by the Indian Agent through an Invoice. The Agency Commission shall be paid to the Indian Agent in Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of the Purchase order/Contract and shall be paid within 30 days from the date of satisfactory acceptance of the item at our site. Distributors are not eligible for Agency Commission]</p>	
<p>(22) Special conditions against Indian Agents submitting quotations in Foreign Currency:(a) Foreign Principals proforma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent. (b) Copy of Agency agreement with the Foreign Principal and Indian agent, precise relationship between them and their mutual interest in the business. (c) Copy of registration and item empanelment of the Indian agent.</p>	
<p>(23) The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender)</p>	

the same will be not be considered.	
(24) In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item/product will not be considered.	
(25) Purchase/Preference to MSEs: Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small & Medium Enterprises Development Act 2006. Necessary authenticated documentary evidences shall be submitted along with your offer. NOTE: This is not applicable for foreign Suppliers.	
(26) Details of Principal:Address, contact details like Telephone Number, Fax, e-mail etc., (if applicable)	
(27) Details of Indian Agent:Address, contact details like Telephone Number, Fax, e-mail etc., (if applicable)	
(28) Address, contact details like Telephone Number, Fax, e-mail etc., on which order to be placed.	
(29) Offers received through fax or email or unsigned will not be considered.	
(30) You shall provide suppliers bank details such as name of the bank, IFSC code, IBAN Number, SWIFT etc., along with your offer which shall be not be changed till completion of payment.	

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
FLOW METER Mass flow meter with transmitter , Range : 0-10 g/s	-	4	No.	-	-

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 bid/breakup)

Attachment - I:

Attachment - II:

Attachment - III:

Attachment - IV:

Please attach break up cost, if any.