

भारत सरकार/Government of India
अंतरिक्ष विभाग /Department of Space
इसरो जड़त्वीय प्रणाली यूनिट/ISRO INERTIAL SYSTEMS UNIT
वट्टियूरकावु/Vattiyoorakavu
तिरुवनंतपुरम/Thiruvananthapuram – 695 013

आईआईएसयू/सा.नि./विज्ञापन-99/2024 दिनांक 20/03/2024
ADVT.NO.IISU/PT/ADVT-99/2023 dated 20/03/2024

भारत के राष्ट्रपति के लिए तथा उनकी ओर से निम्नलिखित मद के लिए वरिष्ठ क्रय एवं भंडार अधिकारी, इसरो जड़त्वीय प्रणाली यूनिट (आई आई एस यू), वट्टियूरकाव पी. ओ., तिरुवनंतपुरम, मोहरबंद निविदाएँ आमंत्रित करते हैं:-

For and on behalf of the President of India, the Senior Purchase & Stores Officer, ISRO Inertial Systems Unit (IISU) Vattiyoorakavu, Thiruvananthapuram invites Sealed Tenders for the following item:-

क्रम सं / Sl. No.	निविदा सं / Tender No.	विवरण / Description	मात्रा / Qty.	बयाना जमा राशि / EMD
1.	8364 2023004482	विद्युत संपर्क मिश्रधातु तार / Electrical Contact Alloy Wires	01 lot (03 items)	निविदा दस्तावेजों का संदर्भ लें / Refer Tender documents
नोट:- विनिर्देशन तथा विस्तृत निबंधन एवं शर्तें निविदा दस्तावेज के अनुसार Note :- Specification and detailed terms & conditions as per Tender document				

निविदा शुल्क / Tender Fee	Rs. 560/-प्रति निविदा/ per tender
निविदा फार्म जारी करने की अंतिम तिथि / Last Date for issue of Tender Forms	15/04/2024 बजे तक /up to 16.00 Hrs.
निविदा स्वीकृति के लिए नियत तिथि / Due Date for Receipt of Tender	16/04/2024 बजे तक /up to 12.00 Hrs.
निविदा खोलने की तिथि / Tender Opening Date	16/04/2024 बजे /at 14.00 Hrs.

इसरो वेब साईट www.isro.gov.in पर निविदा दस्तावेज उपलब्ध है। इच्छुक निविदाकार, वेब साईट से निविदा दस्तावेज डाउनलोड करें और निविदा सूचना में दिए गए विवरण के अनुसार, वरिष्ठ लेखा अधिकारी, आईआईएसयू लेखा, वट्टियूरकाव पी.ओ., तिरुवनंतपुरम - 695013 के नाम पर भारतीय स्टेट बैंक, नेट्टयम शाखा, तिरुवनंतपुरम में देय, रेखित डिमांड ड्राफ्ट के रूप में निर्धारित निविदा लागत के साथ अपना प्रस्ताव प्रस्तुत करें।

Tender document is available at ISRO web site www.isro.gov.in. Interested tenderers may, download the tender document from the web site and submit their offers alongwith the prescribed tender cost in the form of CROSSED DEMAND DRAFT drawn in favour of Sr. Accounts Officer, IISU Accounts, Vattiyoorakavu P.O, Thiruvnanthapuram-695013 payable at State Bank of India, Nettayam Branch, Trivandrum – 695 013 as per details given in the Tender Notification.

हस्ताक्षरित/Sd/-
वरिष्ठ क्रय एवं भंडार अधिकारी/Sr. Purchase & Stores Officer
फोन/Phone No.0471-2569317
ई-मेल/Email: spsu_iisu_pur@vssc.gov.in

भारत सरकार
अंतरिक्ष विभाग (अं.वि.)
विक्रम साराभाई अंतरिक्ष केंद्र
तिरुवनंतपुरम 695013
आइआइएसयू क्रय, वट्टियूरकाव पीओ
फोन नं Ph No. 0471-2569317/2569377 / Fax. 0471-2361813 / ईमेल e-mail:



GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
ISRO INERTIAL SYSTEMS UNIT
THIRUVANANTHAPURAM 695013
IISU PURCHASE, VATTIYOORKAVU PO

निविदा आमंत्रण
INVITATION TO TENDER

मैसर्स
M/s

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हमारी संदर्भ सं
Our Ref. No.

8364 2023-004482-01

निविदा अंतिम तिथि
Tender Due at

14:00 hrs IST on 16/04/2024

महोदय

Dear Sirs,

कृपया निम्नलिखित मदों की आपूर्ति के लिए अनुलग्नक (फार्म सं. संलग्न) में उल्लिखित निबंधन एवं शर्तों के अनुसार संलग्न निविदा प्रपत्र में वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हमारी संदर्भ सं. एवं अंतिम तिथि (मोटे अक्षरों में) ऊपर लिखते हुए अपनी मुहरबंद निविदा प्रस्तुत करें।

Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues /pamphlets /literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No. DOS:PM:FORM22 ENCLOSED.)

क्र.सं. Sl. No.	विनिर्देशों सहित मद का विवरण Description of items with Specifications	इकाई Unit	मात्रा Quantity
1	Gold alloy wire as per ASTM B541 Diameter 0.3 mm (Details as per Annexure-I)	meter	100
2	Gold alloy wire as per ASTM B541 Diameter 0.5 mm (Details as per Annexure-I)	meter	50
3	Palladium alloy wire as per ASTM B540 Diameter 0.3 mm (Details as per Annexure-I)	meter	100

सुपुर्दगी स्थल

Delivery At

IISU STORES

प्रेषण की विधि

Mode of Despatch

ON SITE

शुल्क छूट

Duty Exemptions

विशेष अनुदेश

Special Instructions AS PER ENCLOSURE.

विशेष निबंधन

Specific Terms

DOS:PM:FORM22 ENCLOSED.

निविदाकारों को अनुदेश

Instructions to Tenderers

- (1) Specification for Electrical contact alloys as per Annexure-I
- (2) Detailed commercial terms and conditions as per Annexure-II
- (3) Please submit your quotation in a sealed envelope only superscribing the enquiry number and date of opening. Fax or e-mail quotations will not be considered.
- (4) If you are unable to submit offer, the same may be communicated to us by fax/ e-mail/ post before the due date and time.

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भारत के राष्ट्रपति के लिए एवं ओर से
For and on behalf of the President of India
क्रेता / The Purchaser

Specifications for Electrical contact alloys**1) Alloy wire composition**

Gold Alloy (ASTM B541)			
Sl no.	Element	Composition, Weight %	
		Typical	Range
a.	Gold	71.5	70.5 - 72.5
b.	Platinum	8.5	8.0 - 9.0
c.	Silver	4.5	4.0 - 5.0
d.	Copper	14.5	13.5 - 15.5
e.	Zinc	1.0	0.7 - 1.3
f.	Total base metal impurities		0.2 max.
g.	Total Platinum Group impurities (Iridium, Osmium, Rhodium, Ruthenium)		0.2 max.
Palladium alloy (ASTM B540)			
	Element	Composition, Weight %	
		Typical	Range
h.	Palladium	35	34.0-36.0
i.	Silver	30	29.0-31.0
j.	Copper	14.0	13.5-14.5
k.	Gold	10.0	9.5-10.5
l.	Platinum	10.0	9.5-10.5
m.	Zinc	1.0	0.8-1.2
n.	Total base metal impurities		0.2 max.
o.	Total Platinum Group impurities (Iridium, Osmium, Rhodium, Ruthenium)		0.1 max.

2) Heat Treatment condition

Sl. No.	Alloy wire	Required heat treatment condition
a.	Gold Alloy (ASTM B541)	HT-A (Age hardened from annealed condition)
b.	Palladium alloy (ASTM B540)	HT

3) Material properties

Gold Alloy (ASTM B541)			
Sl no.	Properties	units	specification
a)	Resistivity	ohm-cmf	87
b)	Density	gams/cc	15.9
c)	Solidus Temperature	°C	925

d)	Coefficient of linear expansion	/°C(20-100°C)	12.6 x 10 ⁻⁶
e)	Thermal emf vs. platinum(0-100°C)	Uv/C	4
f)	Modulus of elasticity	Psi	16 x 10 ⁶
g)	Proportional limit	Psi	115,000
h)	Ultimate tensile strength	Psi	130,000-165,000
i)	Elongation	% in 2"	7-14 min.
j)	Knoop hardness,(100 gm load)		280-350
k)	Vickers hardness,(100 gm load)		285-360

Palladium alloy(ASTM B540)

SI no.	Properties	units	specification
a)	Resistivity	ohm-cmf	190
b)	Density	gams/cc	11.8
c)	Modulus of elasticity	Psi	17 x 10 ⁶
d)	Solidus Temperature	°C	1080
e)	Coefficient of linear expansion	/°C(20-100°C)	13.5 x 10 ⁻⁶
f)	Thermal emf vs. platinum(0-100°C)	Uv/C	-8
g)	Fatigue strength (rotating-bending) at 10 ⁸ cycles	Psi	50,000
h)	Proportional limit	Psi	135,000
i)	Ultimate tensile strength	Psi	160,000-190,000
j)	Elongation	% in 2"	8-18.
k)	Knoop hardness,(100 gm load)		320-370
l)	Vickers hardness,(100 gm load)		320-380

4) Quantity

SI no.	Alloy wire	Required length [In cut length of 304.8±4mm]		
		Dia-0.3 ± 0.06 mm	Dia-0.3 ± 0.06 mm	Dia-0.5 ± 0.06 mm
1	Gold Alloy (ASTM B541)	-	100 m	50 m
2	Palladium alloy (ASTM B540)	100 m	-	-

EARNEST MONEY DEPOSIT/BID SECURITY:

1. Earnest Money Deposit (EMD) or Bid Security is obtained to ensure the earnestness of the vendor in the procurement process. Registered Vendors of IISU/ISRO shall not furnish EMD or Bid Security in the procurement process. Other Vendors participating in the tender process has to furnish EMD through Demand Draft/Banker's Cheque for **Rs.84,000/- (Rupees Eighty four thousand only) drawn in favour of Sr.Accounts Officer, IISU Accounts payable at State Bank of India, Nettayam Branch, Trivandrum-695013** EMD shall be interest free. EMD shall also be furnished in the form of Fixed Deposit Receipts or Bank Guarantee from any nationalized or the Scheduled Banks executed on non-judicial stamp paper of value Rs.200/-. In case of Bank Guarantee, it shall be valid for a period of 45 days beyond the final tender validity date.
2. Also, Foreign Vendors, Registered Vendors who have already applied for renewal of registration, Central PSUs, PSEs, Autonomous Bodies, Micro and Small Enterprises, KVIC, National Small Industries Corporation etc., are exempted from the payment of EMD.
3. Any tender not accompanied with EMD shall be treated as invalid tender and rejected. Vendors seeking exemption from payment of EMD shall submit necessary proof like registration number etc.
4. EMD of vendor shall be forfeited if the tenderer/contractor withdraws or amends his tender or deviates from the tender in any respect within the period of the validity of the tender. Failure to furnish Security Deposit/Performance Bond by a successful vendor within the specified period shall also result in forfeiture of EMD.
5. EMD shall be refunded to all the unsuccessful vendors within thirty days after placement of the Purchase Order. EMD shall be refunded to the successful tenderer/contractor after payment of the Security Deposit. EMD shall be refunded to all the participants in cases where the tender is cancelled or withdrawn by the Centre/Unit, within thirty days from the date of such cancellation or withdrawal.



Note :-

1. Full details and specifications of the items and general instructions to be followed regarding submission of tenders are indicated in the tender documents.
2. Tender Documents can be downloaded from our website www.isro.gov.in and also be obtained from the following address on request and submission of tender fee :
While requesting for Tender Documents please indicate on the envelope as “Request for Tender Documents- Tender No..... dt.....”.
3. Tender Fee (Rs. 560/-) shall be paid in the form of **CROSSED DEMAND DRAFT ONLY**. Other mode of payment is not acceptable. The Demand Draft should be in favour of Sr. Accounts Officer, IISU Accounts, Vattiyoorkavu PO, Trivnadrum-695013 payable at State Bank of India, Nettayam Branch, Trivandrum - 695 013 [The tender fee is **NON-REFUNDABLE**]

Government Departments, PSUs (both Central and State), Small Scale Industries units borne in the list of NSIC/MSE and foreign sources are exempted from submission of tender fee. Those who are coming under the above category should submit documentary evidence for the same.

4. While submitting your offer, the envelope shall be clearly superscribed with **Tender No. and Due Date** and to be sent to **Sr.Purchase & Stores Officer, IISU Purchase, ISRO Inertial Systems Unit, Vattiyoorkavu PO, Trivandrum - 695 013**
5. Quotations received after the Due Date/Time will not be considered.
6. IISU, Trivandrum is not responsible for any postal delay/loss of documents in transit.
7. Sr. Purchase & Stores Officer, IISU, Trivandrum reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

INSTRUCTIONS TO THE BIDDERS

1. **GSTIN, Rate & HSN Code:** Vendors registered under GST shall mention their GSTIN, applicable rate and HSN code wherever necessary as per GST Law.IISU GST No.32AAAGI0068M1ZI.
2. **Security Deposit:** SD will be applicable if the Purchase Order value is above Rs.5 lakhs. **SD @ 3%** of order value to be submitted in the form of Bank Guarantee from a Nationalized/Scheduled Bank, or Fixed Deposit Receipt valid till successful completion of PO / Contract, if awarded.
3. **Validity of Offer:** Minimum validity of tender from the date of opening of the tender shall be 90 days
4. **Liquidated Damages Clause:** The delivery period should be realistic. The delivery period so quoted and mentioned in the order is the essence of the PO/Contract. In case of delay in delivery of material as per the delivery schedule, LD @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. Wherever installation & commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.
5. **Delivery terms:** Our standard delivery term is FOR, IISU Trivandrum. In case any vendors offer delivery term of Ex-Works, Packing & Forwarding charges, if any, should be indicated separately either as a percentage of the quoted rate or as a lumpsum amount.
6. **Payment terms:** Our standard payment term is 100% within 30 days for indigenous order. All Bank charges shall be on the account of Vendor.
7. **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. MSEs will be exempted from submission of EMD. Specify your category. All registered MSME vendors are requested to provide their Registration and Ownership details.
8. **Vendors may please note that MSMEs are not exempted from the submission of Security Deposit.**
9. Vendors shall provide the name, address, email ID and contact number of authorised official in order to contact in case of need.
10. PO will be placed on technically and commercially suitable lowest offer basis and IISU reserves the right to split the order on L1 basis.
11. If any vendor submits forged / false documents along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.
12. Tenders are not transferrable and in case any vendor is not interested or able to submit their tenders, such vendors may send their regret letter.
13. IISU has the right to cancel the tender without assigning any reason etc.
14. **Purchase Preference Policy - Make in India(Divisible Items-Class I & II Local Suppliers) :**

In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments issued by Govt. of India from time to time with a view to support the Indian industries, ISRO has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Class-I Local Supplier" for the goods/ services/ works covered in this tender, subject to the following terms & conditions:-

- a. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if ISRO or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. Please note this point.
- b. Purchase Preference Policy:- Goods/Works which are divisible in nature (required quantity is greater than 1 or not a package basis): a) The subject item falls under divisible category. b) The offers are sought from Class I & II Local Suppliers.
 - i. If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder. ii. If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference

(i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, in such cases 100% quantity shall be ordered on original L1 bidder. iv. In case no offers are received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor. v. In case L1 bidder (not a 'Class-I local supplier') is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such 'Class-I local supplier' for full quantity subject to matching the L1 price. vi. Regarding MSEs (Indian vendors): a) The following additional aspect as indicated below would be applicable for procurement which are falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering who are also complying to the Minimum Local Content (MLC) stipulated in the tender. b) If any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 25% of tendered quantity, the balance quantity / works will be considered for distribution amongst all bidders (including MSEs) as per the purchase preference policy. c) In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

- c. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as a package) and Services:
- a) If L1 is from a 'Class-I local supplier', the contract will be awarded to L1 bidder. b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.
- d. Works means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'. Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
- e. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).
- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).
- g. The margin of Purchase Preference shall be up to 20%.
- h. 'Local content' means the amount of value added in India (i.e. indigenous items/services added in the offered products/ services/ works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.
- i. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: i. Equal to or more than 50%: Class-I local supplier. ii. More than 20% but less than 50%: Class-II local supplier. iii. Less than or equal to 20%: Non-local supplier.
- j. The 'Class-I & II local supplier' should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content as called for in the tender and provide the percentage of local content along with details of the location(s) at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC(minimum Local Content) in technical bid zone.
- k. The ink-signed certificate shall be provided on vendors letter head along with the offer (, copy of ink-signed certificate shall be attached along with your offer under concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of certificate, the purchase preference shall not apply.
- l. In cases the quoted price is in excess of Rs.1000 Lakhs (including duties, taxes and freight & Insurance) the 'Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing

chartered accountant (in case of suppliers other than companies) giving the percentage of local content.

- m. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.
- n. In case of a complaint received from any local supplier indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs. 5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- o. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.

15. NOTE

- The tender submitted by you shall be compulsorily signed. Unsigned tenders will be summarily excluded from the procurement process.
- If any of the bidders submit any forged or false documents along with the tender, such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.
- Being a Govt of India Dept., insurance is not required at our cost. Please ensure safe delivery of the ordered item with proper /ROAD/SEA/AIR worthy packing.
- All delivery formats (PBG, SD IB) shall be provided by the Dept., in case of placement of order.

16. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority. Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of order.
- Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.



Sr. Purchase & Stores Officer
For and on behalf of the President of India
The Purchaser

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
ISRO INERTIAL SYSTEMS UNIT
IISU PURCHASE, VATTIYOORKAVU PO.
THIRUVANANTHAPURAM - 695 013
Kerala, India

I. INSTRUCTIONS TO TENDERERS

1. The Tenderers should submit quotations in duplicate in a sealed envelope, superscribing the Tender No. and due date of opening and complete in all respects with technical specifications, including pamphlets and catalogues.
2. A Proforma Invoice may also be given which should contain the following information:
 - a. The FOB/FCA value, the C & F value for import by Sea freight / Air freight up to and for air parcel post up to **Thiruvananthapuram, Kerala, India** should be separately indicated.
 - b. Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.
 - c. The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.
 - d. The earliest delivery period and country of origin of the Stores.
 - e. Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.
 - f. The approximate net and gross weight and dimensions of packages /cases.
 - g. Recommended spares for satisfactory operation for a minimum period of one year.
 - h. Details of any technical service, if required for erection, assembly, commissioning and demonstration.
3. The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
4. **The offer should be valid for a minimum period of 90 days from the due date of opening of the tender.**
5. Samples, if called for, should be sent free of all charges.
6. Late and delayed tenders will not be considered.
7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
8. The details of Import Licence will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
10. Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents /correspondence should be in English language only.
11. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
12. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
13.
 - a. Part shipment is not allowed unless specifically agreed to by us.
 - b. As far as possible stores should be despatched by Indian Flag Vessels /Air India through any Agency nominated by us.
14. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.
15. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.
16. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

II. TERMS AND CONDITIONS

1. DEFINITIONS:
 - a. The term 'Purchaser' shall mean the President of India or his successors or assignees.
 - b. The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs,executors and administrators unless excluded by the Contract.
 - c. The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by 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 of plant, machinery or equipment of part thereof.

- d. The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.
2. **PRICES:** Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by 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. **TERMS OF PAYMENT:**
- 3.1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.
- 3.2 The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents:
- Original Bill of Lading / Airway Bill..
 - Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.
 - Packing List showing individual dimensions and weight of packages.
 - Country of Origin Certificate in duplicate.
 - Test Certificate.
 - Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.
 - Warrantee and guarantee Certificate/s vide Clause 20 herein below.
4. **IMPORT LICENCE:** Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide Para 3.2.
5. **DEMURRAGE:** Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in Para 3.2 to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignment.
6. **ADDRESS OF INDIAN AGENTS:**.....
7. **GUARANTEED TIME DELIVERY:** The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed with in the date specified therein.
8. **INSPECTION AND ACCEPTANCE TEST:**
- 8.1 The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.
- 8.2 For tests on the premises of the Contractor or of any of his sub-Contractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchaser's representative to carry out the tests efficiently.
- 8.3 When the stores have passed the specified test, the purchaser's representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.
9. **MODE OF DESPATCH:** Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.
10. **PORT OF ENTRY:** Thiruvananthapuram for Air Cargos and Kochi Sea Port for Ocean vessel cargos.
11. **CONSIGNEE:**
- PURCHASE&STORESOFFICER,
IISU STORES
ISRO INERTIAL SYSTEMS UNIT
VATTIYOORKAVU PO
THIRUVANANTHAPURAM - 695013**
12. **SHIPPING MARKS.** The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follows:
PURCHASE ORDER NO.:..... DATE:
- Government of India, Department of Space
ISRO INERTIAL SYSTEMS UNIT
Vattiyookavu P.O
Thiruvananthapuram - 695013
KERALA STATE, INDIA
Destination: Thiruvananthapuram
- PORT OF ENTRY: Air freight to **THIRUVANANTHAPURAM International Airport.**
Sea freight to **KOCHI/ CHENNAI/**
13. **INSURANCE OF THE STORES:** The necessity or otherwise of insurance will be as indicated in the Purchase Order.

14. CONTRACTOR'S DEFAULT LIABILITY:

14.1. The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed here under:

- a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

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

15.1 If this Contract is terminated as provided in Clause 14 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

- a) Any completed stores.
- b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

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

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

17. REJECTION: In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either –

- a. replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
- b. terminate the Contract for default as provided under clause 14 above, or
- c. acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

18. EXTENSION OF TIME: If the completion of supply of stores is delayed due to reason of *force majeure* such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

19. DELAY IN COMPLETION / LIQUIDATED DAMAGES: If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

20. GUARANTEE & REPLACEMENT:

- a. The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.
- b. For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any parts thereof are faulty.
- c. If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals shall be made by the Contractor free of all costs to the purchaser provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- d. Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- e. The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has enveloped 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 fulfill guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- g. All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of stores at purchaser's site.
- h. Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.
- 21. REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPAREPARTS ORDERED:** The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.
- 22. PACKING:**
- a. The Contractor wherever applicable shall pack and crate all stores for sea /air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.
 - b. The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.
 - c. The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.
 - d. The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.
 - e. Transshipment of equipment shall not be permitted except with the written permission of the purchaser.
 - f. Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments:
 - i. Commercial Bill of Lading / Air Way Bill /
Post parcel Receipt. (Two non-negotiable copies)
 - ii. Invoice (3 copies)
 - iii. Packing List (3 copies)
 - iv. Test Certificate (3 copies)
 - v. Certificate of Origin.
- The Contractor shall also ensure that one copy of the packing list is enclosed in each case.
- 23. ARBITRATION:** If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.
- 24. LANGUAGE AND MEASURES:** All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract
- 25. INDEMNITY:** The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any patent, copyright or trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the Contract.
- 26. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:** Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.
- 27. SECURITY INTEREST:** On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.
- 28. BANK CHARGES:** While the purchaser shall bear the bank charge payable to his Bankers [State Bank of India, Main Branch, Statue, Thiruvananthapuram 695 001], the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.
- 29. TRAINING:** The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel from India and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores, number of such personnel to be mutually agreed upon.
- 30. APPLICABLE LAW:** The Contract shall be interpreted, construed and governed by the laws of India.