

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
ISRO PROPULSION COMPLEX (IPRC)  
MAHENDRAGIRI**

**Tender for Supply, installation and Commissioning of Portable  
industrial Videoscope unit with accessories**

**Bids to be submitted online**

**Tender No.: IPRC/PURGP2/IP202200127701 dated 23-05-2023**

## A. Tender Details

Tender No : **IPRC/PURGP2/IP202200127701**

Tender Date : **23-05-2023**

Tender Classification: **GOODS**

Purchase Entity : **PURGP2**

Centre : **ISRO PROPULSION COMPLEX (IPRC)**

### **Supply, Installation and Commissioning of Portable Industrial Video-scope unit with accessories**

1. THIS IS A TWO PART BID. HENCE, IF PRICE DETAILS OF ANY NATURE ARE FOUND IN THE TECHNICAL ANNEXURES , THE OFFER WILL BE REJECTED SUMMARILY. PRICE DETAILS SHALL BE MENTIONED IN THE REQUESTED FIELD ONLY.
2. MSE preference is applicable only against the claim of the manufacturer and production of documentary evidence by the manufacturer for the registration of particular item under MSE.
3. Last minute clarification on tenders will not be entertained.
4. This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted.
5. Acceptance of Guarantee / Warranty, Security Deposit, PBG & LD Clause shall be specified in your Offer.
6. This is Global Tender Enquiry and Non Local suppliers can also participate in this tender.

#### **A.1 Tender Schedule**

Bid Submission Start Date : **23-05-2023 17:00**

Bid Clarification Due Date : **15-06-2023 14:00**

Bid Submission Due Date : **22-06-2023 14:00**

Bid Opening Date : **22-06-2023 14:30**

Price Bid Opening Date : **23-06-2023 12:00**

## **B. Tender Attachments**

NA

### **Instructions To Vendors**

#### **1. STANDARD TERMS AND CONDITIONS ( DOS PM:19)**

1.

a. Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two systems of unit must be furnished.

2. Arbitration in the event of any dispute or difference arising under these terms & conditions or any condition contained in the Purchase Order or in connection with this Contract. (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase Office or of some other person appointed by him, and the dispute further processed in terms of the Arbitration & Conciliation Act, 1996. There will be no objection that the arbitrator is a Government Servant that he had to deal with matter which the Contract relates to or that in the course of his duties as Government Servant 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.

3. As per the Rule 144(xi) of General Financial Rule, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority ie., Department for Promotion of Industry and Internal Trade (DPIIT).

Hence, Vendors or Agents of a Vendor (Indian or others) from a country sharing border with India shall submit copy of valid registration made with Department for Promotion of Industry and Internal Trade (DPIIT), Government of India along with the tender mandatorily, without which the offer will be treated as invalid.

4. b. Corrections, if any, in the quotation must be attested. All amounts shall be indicated both in words as well as in figures. When there is difference between the amount quoted in words and figures, the amount quoted in words shall prevail.

5. GST/ other duties/levies, where legally leviable and intended to be claimed, should be distinctly shown separately in the tender.

6. Guarantee: The stores offered should be guaranteed for a minimum period of twelve months against defective stores design, operation or manufacture. For defects noticed during the guarantee period, replacement/repair should be arranged free of cost within a reasonable period of such notification. In cases where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply

7. If the arbitrator is a person appointed by the Head of the Purchase Office, In the event of his denying or neglecting or refusing to act, or resigning or being unable to act, for any reason, 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, to the Arbitration and Conciliation Act, 1996, and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under the clause. The Arbitrator shall have the power to extend with the consent of the Purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as the Purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during Arbitration Proceedings.

8. If the arbitrator is 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 for to appoint another person as arbitrator, or 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

9. Late Tenders will not be considered

10. Model Certificate for Tenders:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered

11. Packing and Forwarding: 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 to the Contractor.

12. Payment terms are full payment within 30 days from the date of receipt and acceptance of material ordered. Our Bankers are State Bank of India, Mahendragiri.

13. Quotation should be valid for at least 120 days from the date of opening of the tender.

14. Specifications: Stores offered should strictly conform to Purchasers specifications. Deviations, if any, shall be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotation. Test certificate, wherever necessary, should be forwarded along with supplies. Wherever options are called for in our specifications, the tenderer should address all such options, wherever specifically mentioned by us, and the tenderer could suggest changes to specifications with appropriate response for the same. Even in such case, the tenderer should state why he cannot meet our specifications and why he is suggesting the change.

15. 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 for the Contract.

#### 16. TERMS AND CONDITIONS OF TENDER:

Price quoted should be on the basis of FOR IPRC, Mahendragiri or delivery at site  
The Purchaser will not pay separately for transit insurance, and the risk and cost during transit shall be exclusively the responsibility of the Contractor and the purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

17. The Contractor shall at all times indemnify the Purchaser against all claims which may be in respect of the stores for infringement of any right protected by Patent, Registration or design or Trade Mark and shall take all risks of accidents or damage which may cause a failure of the supply from whatever causes arising and the entire responsibility for the sufficiency of all means used by him for the fulfilment of the Contract

18. The Purchaser reserves the right to accept or reject any quotation fully or partly without assigning any reason therefore.

19. 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 not later than the date specified therein, and failure to do so, without adequate justification, may involve cancellation of the Contract at the discretion of the Purchaser.

20. Vendors may please note that in case of two-part tender, the price details shall be mentioned only in the price-bid template. If the price details either in part or full are indicated in the technical bid, the bid will be disqualified.

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

## **2. GENERAL TERMS AND CONDITONS**

1. a) Facility of after sales service to be confirmed with details.

b) Permanent Account Number (PAN) allotted by Income-Tax authorities shall be furnished with documentary proof. Otherwise, documentary proof for having applied for PAN should be provided. Also PAN should be in the name of Company/Firm, if quoted by the Company/Firm and in the name of Individual, if quoted by individual.

c) GST No.

d) PAN No.

e) Local office in Tirunelveli / Nagercoil is preferable.

Note: (b) to (e) are applicable for Indian Companies only.

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

3. GST where legally leviable and intended to be claimed should be distinctly shown separately in the tender.

4. Guarantee / Warranty period as applicable shall be indicated, along with the quote.

Guarantee/Warranty shall commence from the date of installation and acceptance of the complete equipment supplied under the contract/purchase order.

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

6. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

7. In case of imported items (stores), Ex-Works/FOB/FCA prices should be indicated. In case of indigenous stores the quotation should be on FOR-Destination / Door delivery basis.
8. In case the vendor falls in the category of Small Scale Industries(SSIs), who are registered with NSI, Public Sector Undertakings (PSUs) and Micro & Small Enterprises (MSMEs) the same shall be mentioned in their quote for evaluation.
9. Indian Agents while quoting on behalf of their principals shall attach necessary authorization letter from their Principals along with the bid.
10. IPRC reserves the right to accept or reject any quotation in full or part thereof by recording the reasons.
11. IPRC shall not be responsible for failure of vendors in submitting bids online caused due to technical reasons at vendor end such as network or power failures, computer failure, internet-browser, mistakes / errors in filling the bids on line by vendor etc.
12. ISRO PROPULSION COMPLEX (IPRC) is exempted from payment of Customs Duty under Notification No. 50/2017-Customs dated 30.06.2017 and as amended by Notification No.5/18 Customs dt:25/1/18. For imported items IPRC will provide Customs Duty Exemption Certificate for availing Concessional CD and IGST.
13. Last minute request for the extension of the due date w.r.t. any technical issue at Vendors/Suppliers side will not be considered. You may submit your quotation online well in advance instead of waiting till the last date to ensure that Internet problem and network condition does not cause problem
14. LIQUIDATED DAMAGES:Delivery is the essence of the contract. Items shall be delivered within stipulated period. If delivery is delayed beyond the stipulated delivery period mentioned in the purchase order or any extension thereof, an amount equal to 0.5% per week shall be recovered, subject to a maximum of 10% of the order value shall be deducted from your bills due.
15. Offers sent through post, telegram, fax, e-mail, courier will not be considered. Partially completed / incomplete tenders shall not be considered.
16. Only authorized dealers/agents or their accredited representatives for original manufacturers have to submit the quotation with documentary evidence.
17. PAYMENT: 100% through RTGS within 30 days from the date of receipt and acceptance of items at our site is the normal payment for Indigenous supply. In the case of direct Import, normal terms of payment are by Sight Draft / Wire Transfer after receipt of items. 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.

**18. PERFORMANCE BANK GUARANTEE :**

The Supplier shall guarantee the successful and satisfactory performance/commissioning of equipment/machinery under the conditions specified in the Purchase Order. As a performance security, the SUPPLIER shall furnish a performance bank guarantee (format enclosed) from Nationalized Bank/Scheduled Bank for an amount equal to the sum of 3% of the order value ensuring the due performance of equipment/machinery in accordance with all the specifications and terms specified in the Purchase Order herein valid for the warranty period. On due performance, the performance bank guarantee shall be automatically cancelled and returned to the Supplier within 30 days after expiry of the Warranty period. The performance bank guarantee shall have claim period of six months.

**19. SECURITY DEPOSIT :** Security Deposit @ 3% of order value shall be submitted in the form of DD/FDR duly endorsed in favour of Accounts Officer, IPRC or by way of Bank Guarantee (in the prescribed format) within 20 days after receipt of order and valid up to the successful execution of the order.

20. The goods or material offered should be strictly as per our specifications. Change(s) in specifications, if any, should be clearly indicated by the supplier in his quotation. The supplier should also indicate make/type No. of the materials or equipment offered. Vague terms such as Best Indian, Best Indigenous and Imported make should not be used.

21. The offer should be valid for a minimum period of 120 days from the date of opening of the bids (Technical bid in case of 2-part tender).

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

23. Wherever the tenderer is asked to submit sample for evaluation of tenders, the same shall be submitted along with your quote.

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

1. 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.

2. As per the Rule 144(xi) of General Financial Rule, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the

bidder is registered with the competent authority i.e., Department for Promotion of Industry and Internal Trade (DPIIT).

3. Hence, Vendors or Agents of a Vendor (Indian or others) from a country sharing border with India shall submit copy of valid registration made with Department for Promotion of Industry and Internal Trade (DPIIT), Government of India along with the tender mandatorily, without which the offer will be treated as invalid.

#### 4. Model Certificate for Tenders

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered

5. 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.

#### 4. Instructions to Tenderers (Foreign)

1. 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.

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.

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.

2. ADDRESS OF INDIAN AGENTS if any shall be specified

3. 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.

4. APPLICABLE LAW: The Contract shall be interpreted, construed and governed by the laws of India.

5. 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 ..... 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.

6. 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.

7. BANK CHARGES: While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions

8. CONSIGNEE: Purchase & Stores Officer, Stores

9. CONTRACTOR'S DEFAULT LIABILITY: 1. The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder: 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.

10. 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.

11. 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 the undelivered stores for each calendar 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 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.

12. 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 consignments

13. 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.

14. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

15. 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 within the date specified therein.

16. II. TERMS AND CONDITIONS;

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 Contract or agrees to supply under the Contract as specified in the Purchase Order.

17. IMPORT LICENCE: Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents

18. 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 fulfillment of the Contract.

19. INSPECTION AND ACCEPTANCE TEST: 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.

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.

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.

20. 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.

21. 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.

22. INSURANCE OF THE STORES: The necessity or otherwise of insurance will be as indicated in the Purchase Order.

23. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.

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. 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.

26. Offers made by Indian Agents on behalf of their Principals, should be supported by the pro-forma invoice of their Principals.

27. 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 airtailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments: a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies) b) Invoice (3 copies) c) Packing List (3 copies) d) Test Certificate (3 copies) e) Certificate of Origin. The Contractor shall also ensure that one copy of the packing list is enclosed in each case.

28. PERFORMANCE BANK GUARANTEE: The Supplier shall guarantee the successful and satisfactory performance/commissioning of equipment/machinery under the conditions specified in the Purchase Order. As a performance security, the SUPPLIER shall furnish a performance bank guarantee (format enclosed) from any of the Scheduled Banks or from a bank of international repute, for an amount equal to the sum of 3% of the order value ensuring the due performance of equipment/machinery in accordance with all the specifications and terms specified in the Purchase Order. The Bank Guarantee shall be executed on non-judicial stamp paper of appropriate value, and shall be valid for a period of sixty days beyond the date for completion of warranty period.

29. PORT OF ENTRY: Thiruvananthapuram

30. 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

31. 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.

32. 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.

33. REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS 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.

34. Samples, if called for, should be sent free of all charges

35. SECURITY DEPOSIT: On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding three percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

36. 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.

37. SHIPPING MARKS. The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follow: PURCHASE ORDER NO. . DATED. GOVERNMENT OF INDIA DEPARTMENT OF SPACE..... (name of the Centre/Unit) Destination: ..... & Port of Entry: .....

38. TERMS OF PAYMENT:

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.

2 The Sight Draft / Letter of Credit will be operative on presentation of the Under mentioned documents: a) Original Bill of Lading / Airway Bill b) 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. c) Packing List showing individual dimensions and weight of packages. d) Country of Origin Certificate in duplicate. e) Test Certificate. f) 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. g) Warrantee and guarantee Certificate/s vide Clause 20 herein below

39. The authority of person signing the tender, if called for, shall be produced

40. The details of Import Licence will be furnished in the Purchase Order

41. The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.

42. The offer should be valid for a minimum period of 120 days from the due date of opening of the tender. If the tender is called for in Two Parts, technical bid should be valid for a period of 120 days from the date of opening of original bid opening and 90 days from the date of opening of price bid.

43. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.

44. The Tenderers should submit quotations, complete in all respects with technical specifications, including pamphlets and catalogues.



45. 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.

46. WARRANTY/GUARANTEE & REPLACEMENT: a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance. b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein 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 developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor. f) To 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 3% 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.

47. 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.

## **5. STANDARD TERMS AND CONDITIONS (DOS PM: 20)**

### **1. 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, expense and cost.

(b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

(c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

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

## 2. DELIVERY:

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

(b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

(ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor

shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to 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 re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

### 3. DISPATCH:

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 shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on "said to contain" basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

### 4. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

### 5. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

### 6. GUARANTEE & REPLACEMENT:

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

(b) For a period of twelve months after the acceptance of the stores, if any defects are

discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

(c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

(d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

(e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

(f) To 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 the stores at purchaser site.

(h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the guarantee period plus two months.

## 7. 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.

## 8. PRICES:

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

## 9. REJECTED STORES:

Rejected stores will remain at destination at the Contractor 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. SECURITY DEPOSIT(SD):

The Supplier shall provide Bank Guarantee for an amount equivalent to the 3% (Three PERCENT) of the total Order value towards Security Deposit for the due performance of the Purchase Order. The Security Deposit can be submitted in the form of Bank Guarantee (format enclosed) or Fixed Deposit receipt obtained from any Nationalized/ Scheduled Bank and it shall be kept valid for a period of sixty days beyond the date of completion of the Purchase Order. This Security Deposit will be returned to the Supplier only upon successful completion of all the contractual obligations or shall be adjusted/ forfeited against non-fulfilment of any of the contractual obligations. The Security Deposit shall be submitted within 30 days from the date of receipt of Purchase Order.

## 11. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the dispatch documents.

12. The Purchaser shall mean the President of India or his successors or assigns.

## C. Bid Templates

### C.1 Technical Bid - Supply, installation and Commissioning of Portable industrial Videoscope unit with accessories

#### 1. Non-Destructive Testing : Supply, Installation and commissioning of Portable industrial videoscope system with accessories

##### Item specifications for Non-Destructive Testing

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Portable videoscope with accessories	As per tender specification	Yes / No / Explain		

##### Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Probe Type	Flexible Optical Probe	Yes / No / Explain		
2	Probe Diameter	4.0 mm $\pm$ 0.5 mm	Yes / No / Explain		
3	Probe Length	1.5 meter or greater	Yes / No / Explain		
4	View type	Front View ,Side view and Stereo view	Yes / No / Explain		
5	Articulation	120 degree or more articulation an all four directions	Yes / No / Explain		
6	Angle of View	80 or larger	Yes / No / Explain		
7	(a) .Optical tip Adaptors : Forward view with auto near focus lens	1). Field of view : 80° or better & Depth of field : 35 mm to infinity 2). Field of view : 115° or better & Depth of field : 4 mm to 200 mm or better	Yes / No / Explain		
8	(b) .Optical tip Adaptors : Side view with auto near focus lens	1). Field of view : 100° or better & Depth of field : 2 mm to 15 mm or better 2). Field of view : 100° or better & Depth of field : 8 mm to infinity or better	Yes / No / Explain		

9	(c) .Optical tip Adaptors : Stereo or 3D measurement tip with calibration setup:	1). Forward view tip : Field of view : 50/50° or better & Depth of field : 5 mm to infinity or better 2). Side view tip : Field of view : 50/50° or better & Depth of field : 4 mm to infinity or better	Yes / No / Explain		
10	Rigid sleeves	Three different length rigid sleeves shall be provided	Yes / No / Explain		
11	Probe Illumination	LED White Light	Yes / No / Explain		
12	Optical Tip Interchangeability	Required; one front view tip and one side view tip is mandatory	Yes / No / Explain		
13	Stereo or 3D phase measurement functions with software features	Distance between two points, Perpendicular distance between a point and a line, Orthogonal depth/height distance between a point and a plane, Multiple point circumference and area measurement features shall be available	Yes / No / Explain		
14	Display size	5.5 inch or better	Yes / No / Explain		
15	Basic Functions	Image Capture and recall function, Video recording (30fps or better)	Yes / No / Explain		
16	Monitor Type	LCD or LED with Touch Screen	Yes / No / Explain		
17	Image Format	Standard Format (JPEG)	Yes / No / Explain		
18	Video Format	MP4 / AVI / MPEG4	Yes / No / Explain		
19	Data I/O port Interfaces	HDMI, USB or SD card	Yes / No / Explain		
20	Image Control Features	Brightness, Digital Image zoom (5X), Image Freeze	Yes / No / Explain		
21	Storage	SD Card compatible with 1 GB or greater	Yes / No / Explain		
22	Power Supply (AC adaptor)	100V to 240V and 50Hz/60Hz	Yes / No / Explain		

23	Battery	Lithium-ion Batteries (rechargeable) or better. Standby power :Rechargeable Battery operation for 1.5 hr minimum	Yes / No / Explain		
24	Warranty	Supplied equipment and accessories shall have minimum one year warranty.	Yes / No / Explain		
25	Carrying case	Carrying case: With wheels and handle to accommodate base unit and scopes.	Yes / No / Explain		
26	Language & User manual	Equipment shall have default language selection as English language . User manual and service manual hard copies shall be supplied along with the equipment	Yes / No / Explain		
27	Software	Software up-gradation if any , support shall be provide .	Yes / No / Explain		
28	Installation, Commissioning and training	Shall be performed by supplier at IPRC, Mahendragiri , free of cost	Yes / No / Explain		



29	Pre-Qualification Criteria for bidders:	<p>1) The OEM meeting the following criteria will be qualified for submitting the offer for Portable videoscopic equipment</p> <p>2) Authorised dealer(s) shall provide an authorization letter from OEM.</p> <p>3)The OEMs shall have a minimum of Five years of continuous Experience in the field of design, Manufacturing and Supply of Portable videoscopic equipment.</p> <p>4)Only those OEM(s) who have supplied and commissioned at least One Videoscopic equipment in the past five years to any industrial organization (preferably ISRO, Aerospace or automobile Industries, etc.) and such equipment is presently working satisfactorily.</p> <p>5) Certificate from the customers regarding satisfactory performance of such equipment shall be enclosed along with technical offer.</p> <p>6) IPRC-ISRO reserves the right to verify the information provided by vendor.</p> <p>7) In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.</p> <p>8) List of videoscope equipment supplied, installed and commissioned till date (with details on equipment type / model and customer)</p>	Yes / No / Explain		
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**Supporting Documents required from Vendor**

**1. Price split up shall be attached for each sub system like, Videoscope with control unit,LED light source ,Battery, Charger, Each optical tips etc., (Price Bid Related)**

## **2. Product catalogue for quoted products**

## **3. Compliance statement**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Delivery period : Within 12 weeks from Purchase order	Yes / No / Explain	
2	Supplied equipment shall have 12 months minimum warranty	Yes / No / Explain	
3	Taxes and other costs (Specify)	Yes / No / Explain	
4	<p><b>IMPORTANT NOTE:</b> This is a Two-Part tender i.e. Techno-Commercial (Containing Documents Solicited Vendor &amp; Commercial Compliance (C.2 Commercial Terms / Bid) and Price Bid . Please note that all technical &amp; commercial details without price shall be furnished in the Documents Solicited from Vendor &amp; in Commercial Compliance [C.2 Commercial Terms / Bid] Fields while price shall be indicated only in the Price Bid &amp; a Quotation in PDF format with price shall be uploaded in the field, (Price Bid Related) which is available in Documents Solicited Vendor. PRICE SHALL BE MENTIONED ONLY IN THE PRICE BID FORM &amp; IN THE (PRICE BID RELATED) FIELD. ENSURE NOT TO MENTION ANY PRICE ANYWHERE ELSE, OTHERWISE THE QUOTE WILL BE INVALID. PLEASE NOTE BEFORE/WHILE SUBMITTING YOUR OFFERS. Note and Confirm.</p>	Yes / No / Explain	
5	<p>Security Deposit (Applicable if Offer Value is Rs. 5 Lakhs or above. MSME/NSIC Units are NOT EXEMPTED from the payment of SD. Bank Guarantee @ 3% of Order Value valid till 60 days from the date of supply to be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indentity Bond in lieu of BG. In the event of non-performance of contractual obligations, SD will be forfeited).</p>	Yes / No / Explain	
6	Delivery Terms: Normal delivery terms - FOR Destination (i.e., IPRC, Mahendragiri), Specify if any other delivery terms are being offered.	Yes / No / Explain	

7	Delivery Period:	Yes / No / Explain	
8	Liquidated Damages (Applicable beyond the delivery period mentioned in the order @ 0.5% per week subject to a maximum of 10% of the contract value. Mandatory compliance required).	Yes / No / Explain	
9	Warranty Period offered :	Yes / No / Explain	
10	Performance Bank Guarantee (PBG):- Bank Guarantee @ 3% of Order Value valid till the completion of warranty period plus 2 months claim period to be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In the event of non-performance of warranty obligations, PBG will be forfeited).	Yes / No / Explain	
11	Payment Terms: Our Normal Payment terms: 100% within 30 days after receipt and acceptance of item at our site. (No advance payment is acceptable). Specify your Payment Terms.	Yes / No / Explain	
12	Country of origin of the offered product	Yes / No / Explain	
13	Confirm MSE or not. If applicable provide MSE certificate along with the offer.	Yes / No / Explain	
14	PO Ordering Address with Name and Contact Details of Sales Person concerned (e-mail and phone number).	Yes / No / Explain	
15	Offer Validity: 90 Days from the date of Tender opening.	Yes / No / Explain	
16	Any Other terms	-	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
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1	Non-Destructive Testing : Supply, Installation and commissioning of Portable industrial videoscope system with accessories	1.00 Sets		-		
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