

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
ISRO HEADQUARTERS (ISRO HQ)
BANGALORE**

Tender for Rate Contract for Hiring of Plain Photocopier Machines

Bids to be submitted online

Tender No.: ISRO HQ/ISRO HQ PURCHASE/HQ202200006001 dated 17-11-2022

A. Tender Details

Tender No :	ISRO HQ/ISRO HQ PURCHASE/HQ202200006001
Tender Date :	17-11-2022
Tender Classification:	SERVICES
Purchase Entity :	ISRO HQ PURCHASE
Centre :	ISRO HEADQUARTERS (ISRO HQ)

Rate Contract for Hiring of Plain Photocopier Machines for different ISRO centres

Rate Contract for Hiring of Plain Photocopier Machines for different ISRO centres

1. This is a TWO - PART bid. Price details shall NOT be mentioned in technical Bid, failing which the offer will be considered as invalid.
- 2.. Last minute clarification on tenders will not be entertained.
3. This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted.
4. Technical Bids will be opened at the scheduled due date & time . No further intimation will be sent to you in this regard. Interested parties can attend the Technical Bid Opening to know the details.Prior intimation shall be send by email to pso_isrohq@isro.gov.in with details of persons willing to attend the meeting enabling us to arrange entry passes
5. IMPORTANT NOTE: This being a Two Part Tender, Cost/rates shall only be mentioned in the Price Bid Only.

A.1 Tender Schedule

Bid Submission Start Date :	17-11-2022 18:00
Bid Clarification Due Date :	24-11-2022 15:29
Bid Submission Due Date :	08-12-2022 10:30
Bid Opening Date :	08-12-2022 10:31
Price Bid Opening Date :	08-12-2022 15:29

B. Tender Attachments

NA

Instructions To Vendors

1. Tender terms & conditions -Form B

1. General Terms

2. ISROHQ invites offers through e-tender portal <https://eproc.isro.gov.in> for the supply of following items.

3. Only online tenders will be accepted. No manual/Postal/e-mail/Fax Offers will be entertained.

4. No Tender Fees Applicable.

5. Taxes and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the bid.

6. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

7. Your quotation should be valid for 90 days from the date of opening of the tender.

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

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

10. All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

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

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

13. Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

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

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

16. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.

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

18. The authority of the person signing the tender, if called for, should be produced.

19. Strict Compliance to our Commercial Terms and Conditions will have to be followed by the Vendor(s) or otherwise, your offer will be rejected.

20. Please peruse Tender Conditions properly while submitting the Quotation.

21. TERMS & CONDITIONS OF TENDER

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

23. The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.

24. The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
25. The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.
26. 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.
27. TDS at the rate of 2 per cent on GST shall be effected from Bill on supply of Goods or Services.
28. GST/or Other Duties/Levies where leviable and intended to be claimed should be distinctly shown separately in the Tender.
29. For the Procurement/providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST.
30. Micro and Small Enterprises [MSEs]:
31. In order to avail the benefits extended by Government of India to the Micro and Small Enterprises [MSEs] in respect of Goods and Services as per provision of the policy, MSEs registered with District Industries Centre [DIC] or Khadi and Village Industries Commission [KVIC] or Khadi and Village Industries Board [KVIB] or Coir Board or National Small Industries Commission [NSIC] or Directorate of Handicrafts and Handlooms or Udyog Registration Portal, or any other Body specified by Ministry of MSME have to submit a copy of Valid Certificate with self-attestation along with the Technocommercial bid. No Certificate claiming exemption will be entertained after Tender
32. MSEs are entitled for [i] issue of Tender documents Free of Cost [ii] Exemption of Earnest Money Deposit [EMD]. However, Performance Security is mandatory for Goods and Services.
33. If the Tenderer[s] is/are SC/ST/Woman entrepreneur owned MSEs, specific mention for the same should be there in the valid certificate submitted by the tenderer.
34. Tenderers claiming MSME benefit shall furnish copy of UAM No. as uploaded on CPP portal to avail benefit.

35. Tenderers claiming MSME benefit shall furnish copy of UR No. as uploaded on CPP portal to avail benefit.
36. The document solicited from Tenderer should be submitted online. Document has to be submitted in PDF file(s) and attached online.
37. The Tenderers are requested to submit the Bids online at least two days prior to closing date to avoid last minute computer network related problems. Request for the extension of the due date will not be considered.
38. Once the offer is submitted through online mode by the Tenderer, he will not be able to provide/submit a revised offer or make any alteration or change to the offer or any terms contained therein.
39. Public Tender documents will also be uploaded on the ISRO website i.e. www.isro.gov.in Interested Tenderers may download the tender documents from website and submit their offers as per details mentioned in the Tender Notification.
40. Bid Securing Declaration: The Tenderers/Bidder have to sign a Bid Securing Declaration accepting that if the Tenderer[s] withdraw or modify their Bids during the period of validity, or if they are awarded the Contract and they fail to sign the Contract, or fail to submit a Security Deposit & Performance Bank Guarantee before the deadline stipulated in the request for Bid Documents, they will be suspended for the period of 2 years and such Tenderer[s] will not be eligible to submit Bids for Contracts with the entity that invited the Bids.
41. Quote should be submitted in Single Part/Two Parts as specified in the Tender Enquiry.
42. All the Tenderers should regularly browse/check the e-mail/s being sent to them from procurement portal for initiating appropriate action or for any updates on the Tender.
43. The Tenderer should submit along with his tender the Name of his Bankers, Account Number etc., mandatorily to ISROHQ.
44. Tenderers shall quote Prices in Indian Rupees Only for Indigenous Stores in the Price Template.
45. Tenderers shall submit quotations Through Online Only. The Tender shall be complete in respect of all technical specifications, instructions, drawings, pamphlets and catalogues, as per the tender document. Failure to furnish all information as per the requirements of the tender document and submission of bid not substantially responsive to the tender document shall render the tender liable for rejection. Any/All Bids by way of Fax/E-mail shall not be accepted.

46. All the bids in prescribed form enclosed with tender documents must be submitted before the time and date fixed for the receipt of offers as set forth in the tender document. ISROHQ will not be responsible for non-receipt of tender[s]/offer[s] due to any loss of tender documents and it shall be the sole responsibility of the Tenderer to ensure uploading of the tender[s]/offer[s] within the time fixed and ISROHQ will not be responsible for non-submission of tender(s)/offer(s) within the stipulated date and time due to any software issues or Network issues or Server down. Tenderer(s) shall submit their bid(s) well in advance to overcome last minute glitches. ISROHQ reserves the right to accept or reject any of the tender in full or part without assigning any reasons thereof. Offers received after stipulated time and date will be rejected.

47. If the tender opening date happens to be on an unidentified Holiday due to any reason, including Force Majeure, tender(s) shall be opened on the next working day.

48. 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.

49. 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 3% 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 clause hereof and/or to recover from the Contractor, damages arising from such cancellation.

50. GUARANTEE & REPLACEMENT:

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

52. 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.

53. 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.

54. 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.

55. 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.

56. To fulfil guarantee conditions outlined 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 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.

57. All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.

58. 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 clause above shall be the asked for guarantee period plus two months.

59. 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.

60. DESPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis.

Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

61. TEST CERTIFICATE:

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

62. ACCEPTANCE OF STORES:

63. 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.

64. 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.

65. 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.

66. If the whole or any part of the stores supplied are rejected in accordance with Clause 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.

67. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

68. DELIVERY:

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 if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor. In the event of action being taken as indicated above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

69. 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 above thereof.

70. 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.

71. PAYMENT:

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

72. MODE OF PAYMENT:

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

73. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

74. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

75. ARBITRATION:

In the event of any dispute/s difference/s or claim/s arising out of or relating to the interpretation and application of the contract, such dispute/s or difference or claim/s shall be settled amicably by mutual consultations of the good offices of the respective parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the sole arbitrator appointed by the parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as

amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre-Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the arbitration shall be shared equally or as may be determined by the arbitrator. The considered and written decision of the arbitrator shall be final and binding between the parties. The applicable language for Arbitration shall be English only.

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

76. COUNTER TERMS AND CONDITION OF SUPPLIERS:

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

77. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

78. CONTRACTOR'S DEFAULT LIABILITY:

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

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.

If in the judgement of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

79. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause above the In the event the Purchaser terminates the Contract in whole or in part as provided in Clause above 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

above until such reasonable time as may be required for the final supply of stores.

80. If this Contract is terminated as provided in Clause above 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.

81. In the event the Purchaser does not terminate the Contract as provided in Clause above, 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 above until the stores are accepted.

82. 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 at respective sites. If certain components are not delivered in time, the stores will be considered as delayed for respective sites until such time as the missing parts are delivered.

83. FORCE MAJEURE CLAUSE:

84. Neither party shall bear responsibility for the complete or partial nonperformance of any of his obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract.

85. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.

86. The party for whom it has become impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the Centre/Unit in writing, the contractor/supplier shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

87. Any certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

88. PERFORMANCE BANK GUARANTEE:

Performance Bank Guarantee (PBG) is obtained as a security for fulfilment of warranty obligations by the vendor after satisfactory execution of the Purchase Order/Contract. PBG at 3% of the value of the Purchase Order shall be furnished by you as per our format from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, while claiming 100% payment. PBG shall be valid for a period of sixty days beyond the date for completion of all the terms and conditions of the Purchase Order/expiry date of warranty period.

89. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE:

Security Deposit cum PBG for 3% of the value of the Purchase Order shall be furnished by the contractor as per format enclosed from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, within 10 Days from the date of release of purchase order, Security Deposit cum PBG shall be valid for a period of sixty days beyond the date for completion of all the terms and conditions of the Purchase Order/expiry date of warranty period.

2. Two Part Instructions

1. Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage.

2. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate break-up of components of main equipment, individual accessories and spares as desired.

3. This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be

submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid. Uploading price details anywhere else other than the price-bid shall lead to unconditional rejection of the tender. Please make note of the same

C. Bid Templates

C.1 Technical Bid - Rate Contract for Hiring of Plain Photocopier Machines

1. HIRING OF COPIER MACHINES - Hiring of Plain Photocopier Machines for a period of three years - Rental Charges per month per machine

Item specifications for HIRING OF COPIER MACHINES

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Facilities	Plain Digital Copier, Network Printer, Scanner, Automatic Document Feeder, Duplex Printing	Yes / No / Explain		
2	Copying speed	B&W 25 copies or more per minute	Yes / No / Explain		
3	Scan speed	B&W 31 images or more per minute	Yes / No / Explain		
4	Printing Resolution	1200 dpi & above	Yes / No / Explain		
5	Copying Resolution	600 dpi & above	Yes / No / Explain		
6	Warm up time	Less than 30 seconds	Yes / No / Explain		
7	First copy out	Less than 7 seconds	Yes / No / Explain		
8	Zoom	50% less to 200% or more	Yes / No / Explain		
9	Memory	RAM 1 GB & above; HDD 160 GB & above	Yes / No / Explain		
10	Paper Input capacity	2 x 550 sheets and 1 x 100 sheets bypass tray	Yes / No / Explain		
11	Paper Size	A6 – A3	Yes / No / Explain		

2. HIRING OF COPIER MACHINES - Copying Rate per Copy

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Period of Contract	The proposal is to enter into a Rate Contract for the supply of Plain Photocopier machine on monthly rental basis for a period of 3 years. The photocopier machines hired during the period of contract shall be with us for a period of 3 years from the date of Installation. However, ISRO HQ reserves the right to curtail or terminate the contract without assigning any reasons by giving a notice of 30 days.	Yes / No / Explain		
2	OEM	The Service Provider should be Original Equipment Manufacturer (OEM) or their authorised dealer/distributor. Authorisation Certificate from the OEM should be enclosed to the Tender in case of Dealer/Distributor. In the absence of Authorisation Certificate, the bid will be considered as incomplete and same will be rejected. The machines should be of reputed brands only.	Yes / No / Explain		

3	Hiring of Machine	<p>Service Provider should provide a brand new Photocopier. The photocopier machines should be the original one and not the fabricated/assembled machines.</p> <p>The minimum Specifications of the machines to be supplied on hiring by the Service Provider should be equivalent or better than the specifications mentioned above. ISROHQ/DOS shall issue a separate Purchase Order based on the Proposed Rate Contract for its requirement of hiring of Plain Photocopier as & when the requirement arises within the validity of the Rate Contract.</p>	Yes / No / Explain		
4	Make and Model of the Photocopier	<p>Please provide the Make and Model of the Photocopier and Month & Year of Manufacturing. The hiring photocopier machines shall be supplied from the latest batch only.</p>	Yes / No / Explain		
5	Delivery Location	<p>The successful bidder will have to submit the original invoices of all those photocopier machines which are to be installed in various offices of ISRO HQ to ensure the manufacturing and purchase date of the photocopier machines. The location for installation of a new photo copier will be mentioned in the Purchase Orders placed against proposed Rate Contract. Stabilizer for the photocopier machine, if required, shall be provided by the Service Provider without any extra cost.</p>	Yes / No / Explain		

6	Minimum Volume of Business	There will be no guarantee for any minimum volume of business.	Yes / No / Explain		
7	Performance Review	A periodical review will be conducted to assess the services of the service provider. In case of repeated non-performance of the service provider, ISRO HQ shall terminate the contract at any stage without giving any notice.	Yes / No / Explain		
8	Experience Criteria	The Bidder must have successfully executed / completed at least one single order of worth Rs. 48.00 Lakhs or 2 orders each worth of Rs 30.00 Lakhs or 3 orders each worth of Rs 24.00 Lakhs for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.	Yes / No / Explain		
9	Price	The hiring charges & per copy rate offered by the service provider shall be firm and fixed for a period of 3 years from the date of installation of each Photocopier. However, in case of any downward trend, the benefit should be offered to all photocopiers installed at ISRO HQ/DOS under the subject Rate Contract.	Yes / No / Explain		

10	Tax and Duties	Service Provider should clearly indicate applicable taxes both on rental charges and copying charges.	Yes / No / Explain		
11	DELIVERY TERMS	The service provider is responsible for delivery and installation of the machine at our site and for collecting back the same on expiry of the contract without any extra cost. The service provider shall impart necessary training to operate the machine to our personnel identified by the respective Focal Point.	Yes / No / Explain		
12	QUALITY & GUARANTEE	Service Provider has to ensure that the quality of the print is equal to print standard of the original document. Focal Point where the machines are installed or their authorized representatives shall have the sole authority to accept or reject the quality of print obtained. The Service Provider should prove to the satisfaction of respective Focal Point regarding print quality.	Yes / No / Explain		

13	SERVICING OF MACHINE	<p>Down Time:</p> <p>a) The purpose of hiring the machines is to provide un-interrupted service. In case of any breakdown, the service provider shall arrange to rectify the defect within 04 (four) hours from lodging of the complaint. In case of delay in attending to the breakdown beyond 04 hours, proportionate amount equivalent to the daily rent of the machine shall be deducted from the payment due to the Service Provider.</p> <p>b) If problem could not be resolved within a day, a standby machine of equivalent features shall be provided and the same shall be retained until the defective machine is brought to working condition.</p> <p>c) No rent will be paid during the downtime and it will be deducted in proportion to 24 hours irrespective of holidays.</p> <p>d) If the service provider neither rectifies the machine nor provides a standby machine within one working day from registering the complaint, ISRO HQ reserves the right for non-payment of the rent as mentioned in down-time clause above and to recover a penalty of Rs 200 per day from the pending/future bill besides terminating the contract without any notice. In case of termination, such service provider shall be blacklisted and forbidden for future tender activities of DOS/ISRO.</p>	Yes / No / Explain		
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14	SPARES AND CONSUMABLES	The spares and consumables (except paper and power) required for the smooth functioning of the machine shall be provided by the service provider without any extra cost. The service provider shall maintain a stock of consumables with focal points to ensure uninterrupted service.	Yes / No / Explain		
15	MACHINE PERFORMANCE	The service provider shall ensure the maintenance of the copier at the best level and to the satisfaction of the focal point. The decision of the Focal Point shall be final & binding for the purpose of replacement of machine.	Yes / No / Explain		
16	SERVICE REPORTS	After completion of monthly service, a service report shall be generated and got certified from the focal point and shall be submitted to the Sr. Purchase & Stores officer, along with the invoice. The details of break-down period, if any, should be invariably mentioned in the service report.	Yes / No / Explain		
17	PAYMENT TERMS	Payment shall be made on monthly basis towards Rental charges pies taken on receipt of Invoice duly certified by the focal point.	Yes / No / Explain		

18	FALL CLAUSE	<p>Rental and copying charges claimed for the machines supplied under this Contract by the Service Provider should in no event exceed the lowest charges at which the Service Provider charges for the hiring of similar machine to any of their other clients.</p> <p>If at any time, during the currency of the contract, the Service Provider reduces the monthly rental charges or the per copy charges to any of their clients, the same shall be extended to ISRO HQ/DOS. The charges payable under the Contract for per copy charges, after the date of coming into force of such reduction shall stand correspondingly reduced.</p>	Yes / No / Explain		
19	PARALLEL/A DHOC CONTRACT	<p>ISRO HQ/DOS reserves the right to enter into parallel Hiring Contract simultaneously or at any time during the period of this Contract with one or more service providers and to place adhoc Contract or Contracts simultaneously or at any time during the period of this Contract with one or more Service Provider.</p>	Yes / No / Explain		
20	DAMAGE TO PURCHASER PROPERTY	<p>In the event of damages to our property/equipment or personal injury to our/your personnel, due to negligence of your employees the responsibility shall solely rest with the Service Provider. All safety/security instructions shall be given to all focal points.</p>	Yes / No / Explain		

21	SUB – LETTING OF ASSIGNMENT S	The Service Provider shall not assign the contract/Purchase Order to any other agency in whole or in part, to perform its obligation under the Contract, without the prior written Consent of ISRO HQ/DOS.	Yes / No / Explain		
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22	TERMINATION OF CONTRACT	<p>The Service Provider shall provide the Services as per the Scope of Work in terms of the quality, standards and as per the terms of the tender. The quality of service shall be outstanding and any deviation on account of quality of services shall give a right to ISRO HQ to terminate the contract forth with. In addition to any other rights or remedy available to ISRO HQ, it may terminate the contract, at its option in whole or part in case of any of the following violations by the Service Provider :-</p> <ol style="list-style-type: none"> 1. the Service Provider refuses to render all or any of the Services which the Service Provider is required to render under the Contract, or refuse to render the same within the time or in the manner or otherwise according to the Contract; 2. The Service Provider becomes incapable of or unable to perform the Contract; death or dissolution of Service Provider or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Service Provider; 3. Service Provider assigns or sub-lets the work under the contract without the prior written permission from the ISRO HQ; 4. If at any time, it is 	Yes / No / Explain		
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found that any of the information/document provided by the Service Provider is false;

In all the above cases, the contract shall be terminated by giving 15 days advance written notice to the Service Provider. However, the termination notice may be revoked provided the Service Provider rectifies the drawbacks/defaults within notice period to the satisfaction of the ISRO HQ. No consequential damages shall be payable by the ISRO HQ to the Service Provider in the event of such termination.

23	ARBITRATION	<p>In the event of any dispute/s difference/s or claim/s arising out of or relating to the interpretation and application of the contract, such dispute/s or difference or claim/s shall be settled amicably by mutual consultations of the good offices of the respective parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the sole arbitrator appointed by the parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre-Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the arbitration shall be shared equally or as may be determined by the arbitrator. The considered and written decision of the arbitrator shall be final and binding between the parties. The applicable language for Arbitration shall be The applicable language for Arbitration shall be English only. Work</p>	Yes / No / Explain		
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		under the contract shall be continued by the contractor during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.			
24	JURISDICTION	The Courts within the Bangalore city shall have jurisdiction to deal with and decide any matter arising out of this contract.	Yes / No / Explain		
25	Evaluation of L1	In order to evaluate the offers to determine L1, Landed cost will be arrived by adopting the following formula, wherein it is presumed that the approximate average consumption per month as 5000 copies. Please note that the average consumption is applicable only for arriving at Landed Cost . ISRO HQ /DOS shall not assure minimum Consumption of the copies. Landed cost per month = (Rental charge per month per machine+ Amount for Monthly Avg consumption of 5000 copies) plus applicable taxes. L1 = Lowest among the Landed cost per month.	Yes / No / Explain		

Supporting Documents required from Vendor

1. You shall upload relevant OEM authorisation certificate

2. Past experience Certificates

3. The service provider should be Original Equipment Manufacturer (OEM) or their authorised dealer/distributor.

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	The Service Provider should provide a brand new Photocopier. The photocopier machines should be the original one and not the fabricated/assembled machines.	Yes / No / Explain	
2	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.	Yes / No / Explain	
3	Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.	Yes / No / Explain	
4	The vendor has to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided.	Yes / No / Explain	
5	The Technical Specification/ Drawing/ Product Catalogues/ Works Carried by vendor/ Make offered etc. as a single PDF file without any financial details has to be uploaded online mode by the vendor.	Yes / No / Explain	
6	Please indicate clearly on which address the order to be placed in the event of placement of order with Contact Persons Name, E-mail id, Phone No	Yes / No / Explain	
7	The address of your Principal/ agent [if applicable] shall be updated in the ISRO new E procurement portal immediately	Yes / No / Explain	

8	Foreign vendors are not permitted to quote 1. Only Class -I and Class-II Local suppliers as per make in India policy are eligible to participate in the bid. 2. The percentage of local content should be specifically mentioned in the offer, without which the offer will be summarily rejected 3. Preference will be given to Class-I Local Supplier and in their absence, class-II Local supplier will be considered.	Yes / No / Explain	
9	Taxes and other costs, if any.[Please Specify the rates]. Note: All Tax invoices issued by Suppliers/ Service Providers on or after July 01, 2017 shall invariably bear their GST registration number (GSTIN) and the applicable GST rates. In the absence of which, the invoices shall not be processed for payment.	Yes / No / Explain	
10	Delivery Terms [Normal delivery terms - FOR ISRO Centres as mentioned in the Purchase Order]	Yes / No / Explain	
11	Delivery Period [Please Specify the period within which the copier machine shall be delivered to the destination from the date of placement of PO. For delay in delivery LD Clause applicable]	Yes / No / Explain	
12	Payment term: Payment shall be made on monthly basis towards Rental charges and copies taken, on receipt of Invoice duly certified by the End User.	Yes / No / Explain	

13	<p>In case of any breakdown, the service provider shall arrange to rectify the defect within 04 (four) hours from lodging of the complaint. In case of delay in attending to the break down beyond 04 hours, proportionate amount equivalent to the daily rent of the machine shall be deducted from the payment due to the Service Provider. b) If problem could not be resolved within a day, a standby machine of equivalent features shall be provided and the same shall be retained until the defective machine is brought to working condition. c) No rent will be paid during the down time and it will be deducted in proportion to 24 hours irrespective of holidays. d) If the service provider neither rectifies the machine nor provides a standby machine within one working day from registering the complaint, ISROHQ reserves the right for non-payment of the rent as mentioned in down-time clause above and to recover a penalty of Rs 200 per day from the pending/future bill besides terminating the contract without any notice. In case of termination, such service provider shall be blacklisted and forbidden for future tender activities of DOS/ISRO</p>	Yes / No / Explain	
14	Quote Validity: Minimum 90 days from the date of Tender opening.	Yes / No / Explain	
15	Liquidated Damages @ 0.5% per week subject to maximum of 10% of order value is applicable beyond the promised delivery schedule.	Yes / No / Explain	
16	<p>This tender is proposed as a DOMESTIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020- Preference to Make in India Order-2017 Revision. Non- Local Suppliers need not quote. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.</p>	Yes / No / Explain	

17	This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid.	Yes / No / Explain	
18	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.	Yes / No / Explain	
19	Technical Bids will be opened at the scheduled due date and time. No further intimation will be sent in this regard. The Schedule for Price bid opening shown is only indicative. Only price bids of parties whose Techno-commercial bid is ACCEPTED SHALL ONLY BE OPENED, the details of which will be communicated at a later stage.	Yes / No / Explain	
20	Entry Pass: Entry passes shall be arranged by the Department for your service personnel deputed to ISRO HQ. The period/date(s) of visit shall be informed and confirmed with ISRO HQ well in advance.	Yes / No / Explain	
21	Additions & Deletions: ISRO HQ reserve the right to add or delete any number of similar types of system during the currency of the contract as per the agreed rates.	Yes / No / Explain	

22	<p>ARBITRATION: In the event of any dispute/s difference/s or claim/s arising out of or relating to the interpretation and application of the contract, such dispute/s or difference or claim/s shall be settled amicably by mutual consultations of the good offices of the respective parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the sole arbitrator appointed by the parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre-Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the arbitration shall be shared equally or as may be determined by the arbitrator. The considered and written decision of the arbitrator shall be final and binding between the parties. The applicable language for Arbitration shall be English only. Work under the contract shall be continued by the contractor during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained</p>	Yes / No / Explain	
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23	<p>14.FORCE MAJEURE:</p> <p>a)Neither party shall bear responsibility for the complete or partial non-performance of any of his obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract.</p> <p>b)In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.</p> <p>c)The party for whom it has become impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty-one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the Centre/Unit in writing, the contractor/supplier shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> <p>d)Any certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.</p> <p>e)The force majeure conditions are applicable only to the prime contractor and purchaser.</p>	Yes / No / Explain	
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24	<p>Compensation for damages caused for person, goods or property: The tenderer shall indemnify and hold harmless ISRO HQ and/or any officer, employee or assignee thereof against any loss, damage or expenses resulting from damage to property or personal injury arising out of willful misconduct or gross negligence of the contractor or their personnel in the execution of work under this contract. The contractor shall, at its expense, defend any suit or proceedings brought against ISRO HQ on account thereof, and shall satisfy all judgments and pay all expenses which may be incurred by or rendered against them, or any of them, in connection therewith.</p>	Yes / No / Explain	
25	<p>Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA</p> <p>1. 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).</p> <p>2. 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.</p> <p>3. 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.</p>	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
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1	HIRING OF COPIER MACHINES - Hiring of Plain Photocopier Machines for a period of three years - Rental Charges per month per machine	1.00 Months		-		
2	HIRING OF COPIER MACHINES - Copying Rate per Copy	1.00 Nos.		-		

Common charges (Applicable for all items)

any other charges	
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