

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

**Tender for Supply of Liquid Oxygen**

**Bids to be submitted online**

**Tender No.: IPRC/PURGP2/IP202100057901 dated 06-10-2021**

## A. Tender Details

Tender No :	<b>IPRC/PURGP2/IP202100057901</b>
Tender Date :	<b>06-10-2021</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>PURGP2</b>
Centre :	<b>ISRO PROPULSION COMPLEX (IPRC)</b>

## Procurement of Supply of Liquid Oxygen

- This is a two-part bid. Price details shall NOT be mentioned in technical Bid/attachments, failing which the offer will be considered as invalid.
- Foreign vendors are not permitted to quote.
- Only Class-I and Class-II Local suppliers as per Make in India Policy are eligible to participate in the bid.
  - a. The percentage of local content should be specifically mentioned in the offer, without which it will be summarily rejected.
  - b. Preference will be given to Class-I Local Supplier and in their absence, Class-II Local Supplier will be considered.
  - c. MSME preference is applicable only against the claim of the manufacturer and production of documentary evidence by the manufacturers for the registration of particular item under MSME.
- Last minute clarification on tenders will not be entertained.
- This is an e-Tender. Hence Postal/Fax/Email tenders will not be accepted.
- Acceptance of Guarantee / Warranty, PBG, SD & LD are mandatory. Quotations not accepting these conditions will not be considered.

### A.1 Tender Schedule

Bid Submission Start Date :	<b>06-10-2021 16:30</b>
Bid Clarification Due Date :	<b>18-10-2021 14:00</b>
Bid Submission Due Date :	<b>28-10-2021 14:00</b>
Bid Opening Date :	<b>28-10-2021 15:00</b>

Price Bid Opening Date :

**25-11-2021 14:00**

## B. Tender Attachments

NA

### Instructions To Vendors

1. This is a two-part bid. Price details shall NOT be mentioned in technical Bid/attachments, failing which the offer will be considered as invalid.

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

1. 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).

2. 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.

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.

4. 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.

#### 5. 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

### 3. GENERAL TERMS AND CONDITONS

1. 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.

2. GST where legally leviable and intended to be claimed should be distinctly shown separately in the tender. As per Notification No.45/2017 Central Tax(Rate) or Notification No. 47/17 Integrated TAX(Rate) of 14/11/17, We are eligible for availing Concessional GST@5% against certificate issued by an officer not below the rank of Dy. Secretary to Govt. of India

3. 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.

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

5. 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.

6. 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

7. 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.

8. 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).

9. Offers sent through post, telegram, fax, e-mail, courier will not be considered. Partially completed / incomplete tenders shall not be considered.

10. 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.

11. Only authorized dealers/agents or their accredited representatives for original manufacturers have to submit the quotation with documentary evidence.

12. Indian Agents while quoting on behalf of their principals shall attach necessary authorization letter from their Principals along with the bid.

13. 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.

14. 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

15. 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.

16. 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.

17. 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.

18. 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.

19. IPRC reserves the right to accept or reject any quotation in full or part thereof by recording the reasons.

20. 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.

21. 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.

22. 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.

23. 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.

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

1. 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.

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

3. 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

4. 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

5.

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.

6. 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.

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

8. 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.

9. Late Tenders will not be considered

10. 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

11. 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.

12. 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

13. 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.

14. 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.

15. Model Certificate for Tenders:

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16. 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.

17. 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.

## 18. 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.

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

20. 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.

21. 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.

## C. Bid Templates

### C.1 Technical Bid - Supply of Liquid Oxygen

1. LIQUID OXYGEN:Supply of Liquid Oxygen in supplier's transport tanker. (Price should not be mentioned in any other documents).

2. LIQUID OXYGEN:Transportation for supply of Liquid Oxygen to IPRC,Mahendragiri.(Price should not be mentioned in any other documents).

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

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Purity	99.6% Minimum	Yes / No / Explain		
2	Impurities level:Alkynes as Acetylenes	< 0.25 ppm (w)	Yes / No / Explain		
3	Moisture	< 3 ppm (v)	Yes / No / Explain		
4	Particulate	< 1 mg/lit	Yes / No / Explain		
5	Total hydrocarbons as methane	<50 ppm (v)	Yes / No / Explain		
6	Filtration	10 micron (nominal)	Yes / No / Explain		

#### Supporting Documents required from Vendor

1. Compliance of General specifications and supply conditions

2. Minimum two years experience in LOX supply to government and private sectors.

3. Shall own minimum 10 Nos transport tankers for LOX.

4. Own Air separation plant

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	(ii).The transportation cost per MT of Liquid Oxygen to be supplied shall be quoted separately in the price bid. If it is not given in the price bid separately, the quotation will not be considered for evaluation.	Yes / No / Explain	
2	The quotation without any supporting documents will not be considered for evaluation.	Yes / No / Explain	
3	1.Own Air separation plant 2. Shall own minimum 10 Nos transport tankers for LOX.3.Minimum two years experience in LOX supply to government and private sectors.	Yes / No / Explain	
4	Eligibility criteria for suppliers: (i). Supportive documents related to the following points shall be furnished along with quotation:	Yes / No / Explain	
5	Quantity variation: The total quantity of LOX may vary $\pm 10$ MT of total purchase order quantity.	Yes / No / Explain	
6	The provision of 1½" NB (BSP M) at the end of flexible hose is not accepted. The transfer of LOX shall be carried out by pressurization method.	Yes / No / Explain	
7	The working pressure of the tankers shall not be less than 3 bar (g) and the tankers shall be provided with 1½" NB (BSP M) threaded end connection at tanker's withdrawal end.	Yes / No / Explain	
8	Maximum quantity of LOX to be supplied shall be 50MT per week and 150 MT per month	Yes / No / Explain	
9	It should also have statutory permissions (PESO approval) for transporting LOX.	Yes / No / Explain	
10	The transport tanker shall be fitted with adequate safety devices like safety relief valves, burst discs, pressure gauges with valid calibration certificate and LOX level indicators with calibration charts for ensuring the safe operation during transfer.	Yes / No / Explain	
11	The final quantity: Weight taken with LOX – empty weight taken after unloading LOX.	Yes / No / Explain	

12	Before weighment the pressure of the tanker shall be maintained at or below 3 bar (g). The excess pressure shall be released before taking the weighment.	Yes / No / Explain	
13	Quantity measurement: Supplier's tanker- The quantity shall be measured by weighing the tankers at Department Weigh Bridge inside our campus before and after unloading LOX.	Yes / No / Explain	
14	If any deviation in specification shall be found out, the particular load shall be rejected. LOX basic cost & transportation is not applicable for rejected load of LOX	Yes / No / Explain	
15	The quality of the supplied product will also be tested in our laboratory at IPRC, Mahendragiri.	Yes / No / Explain	
16	Quality: The quality of the product shall be confirmed by the supplier by analyzing the liquid in the respective tanker after filling and the quality certificate shall be sent along with each consignment.	Yes / No / Explain	
17	Supply of LOX shall be made through supplier's transport tanker, having a capacity of minimum 10 MT and above.	Yes / No / Explain	
18	The basic cost of LOX and transportation cost is firm and fixed for a period of one year from the date of release of P.O.	Yes / No / Explain	
19	Delivery: On staggered delivery basis, to be supplied as and when required over a period of minimum one year. Department shall send the requirement details indicating the exact dates of requirement.	Yes / No / Explain	
20	The other part is the price bid which contains the basic cost of LOX, the transportation cost for supply of LOX to IPRC, Mahendragiri, Tirunelveli and taxes & duties.	Yes / No / Explain	
21	The supply details, the compliance statement with respect to the tender specification indicating clearly deviations if any and commercial terms and conditions.	Yes / No / Explain	
22	The suppliers shall submit the bid in two parts. First part has technical & commercial bid including purity & impurity level of Liquid Oxygen (LOX).	Yes / No / Explain	
23	VALIDITY OF OFFER (specify):	Yes / No / Explain	

24	DELIVERY PERIOD (specify):	Yes / No / Explain	
25	DELIVERY TERMS : Normal delivery terms - FOR Destination (for Indigenous cases). Specify your Offered delivery terms.	Yes / No / Explain	
26	PAYMENT TERMS: 100% within 30 days after receipt and acceptance of item for indigenous ( No advance payment is acceptable)	Yes / No / Explain	
27	SECURITY DEPOSIT :Security Deposit: Successful Tenderer shall submit Security Deposit equivalent to 3% of the order value valid for a period of 60 days beyond the date for completion of the Purchase Order. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Bank Guarantee or Fixed Deposit receipts from Nationalised/Scheduled Banks. No exemption is applicable for MSE vendors from submission of Security Deposit.	Yes / No / Explain	
28	Confirm point No. 5 of Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA	Yes / No / Explain	
29	LIQUIDATED DAMAGE : Item shall be delivered with in the stipulated period. If delivery is delayed beyond the stipulated delivery period mentioned in the order or any extension thereof an amount equal to 0.5% subject to maximum 10% of the order value shall be deducted from your bills. Please confirm.	Yes / No / Explain	
30	Name, address, Contact details, mail id	Yes / No / Explain	
31	Taxes and other costs, if any IPRC is eligible for reduced rate of IGST as per Notification No. 47/2017 - Integrated Tax (Rate) dtd. 14/11/2017 & Notification NO. 45/2017- Central Tax (Rate) dt 14.11.2017. Rate of IGST applicable is 5%].	Yes / No / Explain	
32	Any other terms:	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	LIQUID OXYGEN:Supply of Liquid Oxygen in supplier's transport tanker. (Price should not be mentioned in any other documents).	1000.00 Tonnes		-		
2	LIQUID OXYGEN:Transportation for supply of Liquid Oxygen to IPRC,Mahendragiri.(Price should not be mentioned in any other documents).	1000.00 Tonnes		-		