

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

Tender for HART Communicators

Bids to be submitted online

Tender No.: IPRC/PURGP3/IP202400010301 dated 26-03-2024

A. Tender Details

Tender No :	IPRC/PURGP3/IP202400010301
Tender Date :	26-03-2024
Tender Classification:	GOODS
Purchase Entity :	PURGP3
Centre :	ISRO PROPULSION COMPLEX (IPRC)

HART Communicators

PLEASE NOTE THE FOLLOWING WHILE SUBMITTING YOUR OFFER:-

X-----X

- 1). Last minute clarification on tenders will not be entertained.
- 2). This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted. Offer shall be submitted through our E-procurement portal.
- 3). Before submission of bid, the bidder should study all the terms and conditions mentioned in the tender document along with the files attached with the tender.
- 4). MSE Purchase preference is will be given to MSEs who is registered under Udyam Registration and on production of Udyam Registration Certificate. MSE Purchase preference will not be applicable to Retail and Wholesale traders.
- 5). For any clarifications regarding this tender, your query should be sent to psogroup3@iprc.gov.in Ph: 04637-281554 clearly mentioning the tender number, within the time period specified in the tender.
- 6). Read the clauses regarding Make In India-Purchase Preference Policy, which is mentioned in the Tender Documents. Give the necessary compliance in the relevant field in the Vendor Specified Terms.
- 7).Foreign vendors/Non-Local Supplier are not permitted to quote.
- 8). Only Class-I and Class-II Local suppliers as per Make in India Policy are eligible to participate in the bid.
- 9). Quotations directly from foreign OEM/ or from agents quoting on behalf of foreign OEMs are not allowed to participate in this tender. Quotation submitted shall be in Indian Rupees Only.
- 10). The percentage of local content should be specifically mentioned in your offer as per the Make In India Local Content declaration format,as provided in the tender document, and it should be duly approved by the OEM of your quoted product, without which your offer will be summarily rejected.
- 11). Preference will be given to Class-I Local Supplier. No Purchase preference will be applicable for Class-II Local Supplier.

A.1 Tender Schedule

Bid Submission Start Date : **26-03-2024 09:00**

Bid Clarification Due Date : **09-04-2024 14:00**

Bid Submission Due Date : **23-04-2024 14:00**

Bid Opening Date : **23-04-2024 14:01**

B. Tender Attachments

Technical Write-up/Drawings

Document : General Document

Instructions To Vendors

2. General Instructions

1. Last minute clarification on tenders will not be entertained.
2. This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted.
3. If a vendor is not able to submit bid against this tender due to any reason, such vendor is requested to post their REGRET message in the e-procurement portal with clear reasons or email to psogroup3@iprc.gov.in. Non submission of bids without regrets will be viewed seriously.
4. IPRC reserves the right to split the tendered quantity in part or whole on its sole discretion without assigning any reason.
5. IPRC has the right to cancel the tender without assigning any reason etc.
6. If any vendor submits forged / false documents along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.
7. Option Clause:-The purchaser reserves the right to increase/decrease the ordered quantity by up to 25-30 percent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)
8. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered.
9. Conflict of Interest among Bidders/ Agents:-
The bidder/s who found to have a conflict of interest shall be disqualified from the tendering process. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a). they have controlling partner (s) in common; or
 - (b). they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

- (c). they have the same legal representative/agent for purposes of this bid; or
- (d). they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (e). Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- (f). In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
- (i). The principal manufacturer directly or through one Indian agent on his behalf; and
 - (ii). Indian/foreign agent on behalf of only one principal.
- (g). In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

3. Concessional GST :-

1. We are eligible for GST @5% as per the following notifications:-

- (a). IGST:- Ministry of Finance, Dept. of Revenue Notification No. 25/2018 Integrated Tax (Rate) Schedule-I; SI.No.243B dated 31.12.2018 (Amendment to Notification No. 7/2018 - Integrated Tax (Rate) dated 25.01.2018 and Notification No. 1/2017 - Integrated Tax (Rate) dated 28.06.2017
- (b). CGST:-Ministry of Finance, Dept. of Revenue Notification No. 24/2018 Central Tax (Rate) Schedule-I; SI. No. 243B dated 31.12.2018 (Amendment to Notification No. 6/2018 - Central Tax (Rate) dated 25.01.2018 and Notification No. 1/2017 - Central Tax (Rate) dated 28.06.2017
- (c). SGST:-Government of TamilNadu, Commercial Taxes & Registration (B1) Department G.O(Ms) No.18 Dtd. 25/01/2018 & Schedule-I; SI. No. 243 B as per the amendment dated 31.12.2018 (Amendment G.O(Ms)No.170 dated 31/12/2018).

Necessary Concessional GST certificate will be provided along with the P.O.

Please note this and submit your quote accordingly.

4. Form No. 20

1. [Instructions to Tenderers]

2. a) Your offer should be valid for 90 days from the date of opening of the tender. b) 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 sets of units must be furnished.

3. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
4. (a) 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. (b) 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 nonacceptance of tender, the tenderer will have to remove the samples at his own expense.
- (c) 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.
- (d) 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.
5. 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.
6. 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.
7. The purchaser reserves the right to increase/decrease the ordered quantity by up to 25-30 percent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).
8. The authority of the person signing the tender, if called for, should be produced.
9. [Terms and Conditions of Tender]
10. DEFINITIONS:- (a) The term Purchaser shall mean the President of India or his successors or assigns.
11. (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 Contractors successors, representative, heirs, executors and administrators unless excluded by the Contract.

12. (c)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.

13. (d)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.

14. 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.

15. SECURITY DEPOSIT: Wherever, the Purchase Order value is Rs. 5.00 Lakhs or more, 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 [Please note the exact percentage of Security deposit that will be applicable to the tender will be mentioned in the C.2 Commercial Terms / Bid of the Bid document]. 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 regarding Delivery. (b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

16. 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 any other period or as to whether the nature of defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor. (f) To fulfill guarantee conditions outlined in (a) to (e) above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser)

17. **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.

18. **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.

19. **TEST CERTIFICATE:** Wherever required, test certificates should be sent along with the despatch documents.

20. **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. (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.

21. **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.

22. 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 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 under sub-clause (ii) & (iii) of 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.

23. 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 mentioned in the heading DELIVERY.

24. 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.

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

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

26. 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.

27. 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 fulfillment of the contract.

28. 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 and its amendment from time to time. 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.

29. 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

30. 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.

31. 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.

32. 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.

5. PPP Make in India(Divisible Items-Class I & II Local Suppliers)

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

2. a) The subject item falls under divisible category. b) The offers are sought from Class I & II Local Suppliers.

3. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: a)Equal to or more than 50% : Class-I local supplier. b)Minimum 20% but less than 50% : Class-II local supplier. c) Less than 20% : Non-local supplier.

4. 'Local content' means the amount of value added in India (i.e. indigenous items/services added in the offered products/ services/ works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.

5. The margin of Purchase Preference shall be up to 20%.

6. 'Margin of purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).

7. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).

8. Works means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'. Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

9. Purchase Preference Policy:- Goods/Works which are divisible in nature (required quantity is greater than 1 or not a package basis):

i.If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder.

ii.If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1.

Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

iii.In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder.

iv.In case no offers are received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor.

v.In case L1 bidder (not a 'Class-I local supplier') is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such 'Class-I local supplier' for full quantity subject to matching the L1 price.

vi.Regarding MSEs (Indian vendors):

a) The following additional aspect as indicated below would be applicable for procurement which are falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering who are also complying to the Minimum Local Content (MLC) stipulated in the tender.

b) If any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 25% of tendered quantity, the balance quantity / works will be considered for distribution amongst all bidders (including MSEs) as per the purchase preference policy.

c) In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

10. The 'Class-I & II local supplier' should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content [as per Sl. No.(3)] as called for in the tender and provide the percentage of local content along with details of the location(s) at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC(minimum Local Content) in technical bid zone.

11. The ink-signed certificate shall be provided on vendors letter head along with the offer (in case of online tender, copy of ink-signed certificate shall be uploaded along with your offer under concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of certificate, the purchase preference shall not apply.

12. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.

13. In cases the quoted price is in excess of Rs.1000 Lakhs (including duties, taxes and freight & Insurance) the 'Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content.

14. In case of a complaint received from any local supplier indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2 Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs. 5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

15. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.

16. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if ISRO or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. Please note this point.

6. Format for Self Certification under Preference to MAKE IN INDIA Policy CERTIFICATE

1. In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s. _____(supplier name) are local supplier meeting the requirement of minimum percentage of Local content _____ (class I/Class II) as defined in above orders for the materials against Tender No. _____

2. Details of locations at which local value addition will be made is as follows:

3. We also understand, false declarations will be in breach of the Code in Integrity under Rule 175(1) (i) (h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

4. Seal and Signature of Authorized Signatory

7. 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 i.e., 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. 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 fulfills all requirements in this regard and is eligible to be considered". Please submit this declaration duly signed and stamped by your Authorized signatory in your Company/OEM's Letter head.

4. 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.

5. 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.

8. GeM Seller ID

1. GeM Seller Registration: All vendors shall register themselves in GeM Portal (gem.gov.in) and provide GeM Seller unique ID in the tender documents, as this ID is mandatory for award of contract.

C. Bid Templates

C.1 Technical Bid - HART Communicators

1. HART Communicator

Item specifications for HART Communicator

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Type	Portable hand held HART communicator	Yes / No / Explain		
2	Processor and memory	800MHz Processor and 512 MB SDRAM or higher	Yes / No / Explain		
3	RAM	512MB SDRAM or Higher	Yes / No / Explain		
4	Display	Size : 4.3 inch diagonal, LCD : Color display with touch screen protected by 2mm toughened glass, impact tested in accordance with BS EN 61010-1:2010	Yes / No / Explain		
5	Communication Support	Should support all HART devices for commissioning, configuration and maintenance operation. Communicator should be able to upgrade anytime in its lifetime.	Yes / No / Explain		
6	Connectors	Two banana jack plugs	Yes / No / Explain		
7	Optional internal resistor	250 Ohm	Yes / No / Explain		
8	Key pad	4 arrow buttons to navigate menus along with enter and back keys.	Yes / No / Explain		

9	Body	Ergonomically designed body for easy handling and editing of configurations and wider display for ease of visibility.	Yes / No / Explain		
10	Battery	Rechargeable Lithium-Ion Power module with minimum operating time of 8 hours	Yes / No / Explain		
11	Charging time	3 to 4 hours	Yes / No / Explain		
12	Battery charger	Suitable battery charger to be provided	Yes / No / Explain		
13	Operating temperature range	-10° to 50°C	Yes / No / Explain		
14	Enclosure rating	IP55	Yes / No / Explain		
15	Shock	BS EN 61010-1:2010; MIL-PRF-28800F for Class II equipment.	Yes / No / Explain		
16	Accessories	Includes AC adapter suitable for Indian Standard, USB cable, Lead set with connectors, Hand strap, hard copy of operation manual & Quick start guide, Resource DVD and carrying case.	Yes / No / Explain		
17	Warranty	2 years	Yes / No / Explain		

Document : Specification

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	GENERAL TERMS		-		
2	Necessary interface cables, power supplies etc., to be supplied along with the system.		-		

3	All documents, data sheets, catalogues, software packages shall be in English to be supplied along with the items.		-		
4	If required, Installation, commissioning and demonstration of the system along with software applications at IPRC, Mahendragiri shall be carried out by the supplier.		-		
5	All the supplied items shall have the warranty period of 2 years from the date of supply.		-		
6	TECHNICAL TERMS AND CONDITIONS		-		
7	Only manufacturer/ authorized distributor/auth orized system integrator shall quote for the tender.		-		
8	Distributor/syst em integrator shall enclose authorization reference letter from original manufacturer.		-		

9	Detail technical specification with clear model and part number and printed catalogues shall be enclosed for all quoted items along with the quote.		-		
10	Technical compliance statement for all indent specification shall be provided with actual values/specification from the catalogue.		-		
11	If any specification is not clearly specified or available in manufacturer datasheet then Manufacturer test report from factory/approved labs shall be enclosed.		-		

Supporting Documents required from Vendor

1. Detailed make & model matrix of the item along with the product data sheet to be provided.
2. Your quotation in PDF format with Make, Model No., Price Split up and detailed terms and conditions [Mandatory]
3. Local Content Declaration [from OEM, if you are not the OEM of the product] as per the provided format in bid documents. Declaration in any other format will not be acceptable].
4. OEM, Authorized dealers/distributors/representatives Certificate
5. Detailed Catalogue/Datasheet
6. Technical compliance statement for all tendered specification with actual

values/specification from the catalogue/datasheet

7. Any other documents

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Foreign vendors & Non Local suppliers 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. Ensure to Upload Local Content Declaration [approved by OEM of the quoted product]as per the attached format given in this tender document. Without Local Content declaration your offer will not be considered for evaluation. Note and Confirm.	Yes / No / Explain	
2	Taxes and other costs (Specify). We are eligible for GST @5% as per relevant notification of IGST/CGST/SGST [IGST@5%:- Notification No. 7/2018 - Integrated Tax (Rate) dated 25.01.2018 & its amendment and CGST @2.5% vide Notification No: 6/2018 - Central Tax (Rate) dated 25.01.2018 & its amendments and SGST@2.5% as per Government of Tamil Nadu, Commercial Taxes & Registration (B1) Department G.O(Ms) No.18 Dtd. 25/01/2018 & its amendments]. Necessary concessional GST certificate will be provided along with the P.O. Please note and quote accordingly.	Yes / No / Explain	
3	Security Deposit (Applicable only 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). Note and Confirm.	Yes / No / Explain	
4	Delivery Terms: Normal delivery terms - FOR Destination (i.e., IPRC, Mahendragiri), Specify if any other delivery terms are being offered.	Yes / No / Explain	
5	Delivery Period:	Yes / No / Explain	

6	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). Note and Confirm.	Yes / No / Explain	
7	Warranty Period [2 years]. Note and Confirm.	Yes / No / Explain	
8	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). Note and Confirm.	Yes / No / Explain	
9	Payment Terms: Our Default payment term: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	
10	Class-I local suppliers can avail purchase preference as per Make In India OM of DPIIT, if their offer falls within the margin of Purchase Preference with respect to the lowest bid. Note and Confirm.	Yes / No / Explain	
11	Definitions as per make In India policy of Govt. of India: A supplier or service provider, whose goods, services or works offered for procurement, has local content: a)Equal to or more than 50% : Class-I local supplier. b)More than 20% but less than 50% : Class-II local supplier. c)Less than or equal to 20% : Non-local supplier. Mention your category.	Yes / No / Explain	

12	<p>The Class-I & II local supplier should provide a Self Certification along with your offer in PDF format indicating that the item offered meets the minimum local content as called for in the tender as mentioned above and provide the % of local content along with details of the location(s) at which the local value addition is made. In case of two part tenders, it is mandatory to indicate compliance to MLC(minimum local content) in technical bid itself. IF you are not the OEM of the product offered, such Local content declaration shall be provided by the OEM. Confirm attachment of Self declaration along with the offer.</p>	Yes / No / Explain	
13	<p>Local content means the amount of value added in India (i.e. indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent. Indicate extent of Minimum Local Content in offered product/service and location of such value additions. [Please note that as per DPIITs OM Ref P-45021/102/2019-BE-II-Paart(1)(E-50310) Dtd. 04/03/2021 you cannot claim as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition]. Confirm that your declared Local content is line with these guidelines.</p>	Yes / No / Explain	
14	<p>Country of origin of the offered product</p>	Yes / No / Explain	
15	<p>Declaration:-"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 fulfills all requirements in this regard and is eligible to be considered." Note and Confirm.</p>	Yes / No / Explain	

16	Confirm MSME or not. If applicable provide UDYAM REGISTRATION certificate along with the offer.	Yes / No / Explain	
17	PO Ordering Address with Name and Contact Details of Sales Person concerned (e-mail and phone number).	Yes / No / Explain	
18	Offer Validity (Minimum 90days from the date of tender opening). Note and Confirm.	Yes / No / Explain	
19	GeM (https://gem.gov.in) Seller Registration: If Registered in GeM portal, Please provide your GeM Seller unique ID.	Yes / No / Explain	
20	Any other terms	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Discount	Remark
1	HART Communicator	5.00 Nos.		-			

Common charges (Applicable for all items)

Other charges,if any[specify detail in your quote]	
Installation Charges	
P & F (price)	
Documentation and Handling charges, if applicable	
freight (price)	