# 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/IP202400080301 dated 10-07-2024

#### A. Tender Details

Tender No: IPRC/PURGP2/IP202400080301

Tender Date : 10-07-2024

Tender Classification: GOODS

Purchase Entity: PURGP2

Centre: ISRO PROPULSION COMPLEX (IPRC)

## Supply of Liquid Oxygen

Kindly go through the instruction carefully and quote.

Foreign vendors are not permitted to quote.

Only Class-I and Class-II Local suppliers as per Make in India (MII) Policy are eligible to participate in the bid and submit the MII declaration certificate which is mandatory.

The percentage of local content is mandatory and it should be specifically mentioned in the offer Preference will be given to Class-I Local Supplier and in their absence, Class-II Local Supplier will be considered.

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 & AMC shall be complied

Please mention your Government E market Place (GeM) Seller ID for our reference.

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)

#### A.1 Tender Schedule

Bid Submission Start Date : 10-07-2024 17:00

Bid Clarification Due Date: 17-07-2024 11:30

Bid Submission Due Date : 31-07-2024 11:00

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Bid Opening Date :	31-07-2024 11:30	
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B. Tender Attachments
Technical Write-up/Drawings
Document : Terms and conditions
Document : Specification of Liquid Oxygen
Instructions To Vendors
3. General Instructions
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 psogroup2@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)
4. 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

content \_\_\_\_\_% as defined in above orders for the materials against Tender Enquiry No. \_\_\_\_\_\_ Dt:\_\_\_\_\_ The items considered for local value

that we M/s. \_\_\_\_\_(supplier name) are local supplier meeting the requirement of minimum Local

addition are:
2. 1
2
3
(if required add more rows and items)
Details of location at which local value addition will be made is as follows:
<del></del>
<del></del>
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 two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
4. For (COMAPANY NAME)
Authorized Signatory
5. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA
1. Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.
2. As per the Rule 144(xi) of General Financial Rule, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the

bidder is registered with the competent authority ie., Department for Promotion of Industry and Internal

Trade (DPIIT).

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

#### 4. Model Certificate for Tenders

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

5. Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of order.

#### 6. 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.

#### 7. [GENERAL TERMS AND CONDITIONS]

- 1. (I) GST where legally leviable and intended to be claimed should be distinctly shown separately in the tender.
- 2. (II) 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.
- 3. (III) Our standard delivery term is FOR, IPRC. In case any vendor offers delivery term of Ex-works, Packing and Forwarding charges if any should be indicated separately in Your quotation/E-procurement Price Bid. In case of imported items (stores), Ex-Works/FOB/FCA prices should be indicated.
- 4. (IV) PAYMENT: Our standard payment term is 100% within 30 days after receipt and acceptance of

the items at our site (after installation and commissioning in cases where installation and commissioning is required)-for Indigenous supply.

- 5. (V) 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.
- 6. (VI) 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. For Staggered supply, maximum of 10% of value respective staggered supply lot.
- 7. (VII) PERFORMANCE BANK GUARANTEE: (If Warranty is applicable/sought in our Tender enquiry) 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.
- 8. (VIII) SECURITY DEPOSIT: Wherever the offer price is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt/DD 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. In case if Security Deposit is submitted and the contractor fails to execute the order, then the security deposit will be forfeited.
- 9. Note: SD, LD and PBG clauses are mandatory [which will be indicated in Tenders] and offers of the vendors who have not agreed for the above conditions will be excluded from the procurement process. Micro and Small Vendors are not exempted from the submission of Security Deposit. Only Govt Departments/PSUs/PSEs can submit Indemnity Bond instead of Bank Guarantee towards SD/PBG.
- 10. (IX) IPRC reserves the right to accept or reject any quotation in full or part thereof by recording the reasons.
- 11. (X) IPRC shall not be responsible for failure of vendors in submitting bids online caused due to technical reasons at vendor end such as network or power failures, computer failure, internet-browser, mistakes / errors in filling the bids on line by vendor etc.

- 12. (XI) 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.
- 13. (XII) Offers sent through post, telegram, fax, e-mail, courier will not be considered. Partially completed / incomplete tenders shall not be considered.
- 14. (XIII) Only authorized dealers/agents or their accredited representatives for original manufacturers have to submit the quotation with documentary evidence.
- 15. (XIV) 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 quality, Best Indian, Best Indiaenous and Imported make should not be used.
- 16. (XV) Please upload the Technical Details / Catalogue / Data Sheets (wherever applicable) along with your offer.
- 17. (XVI) The offer should be valid for a period of minimum 90 days from the date of opening of Tender and 180 Days for PT Two Part (120 Days for Technical Bid and 60 Days for Price Bid from the date of opening).
- 18. (XVII) If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.
- 19. (XVIII) Wherever the tenderer is asked to submit sample for evaluation of tenders, the same shall be submitted along with your quote.
- 20. (XIX) 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.
- 21. (XX) Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.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. Class-I and II Local Suppliers should provide necessary Local Content Declaration[as per the Make in India Notification of Govt. Of India], along with their quote.
- 22. (XXI) 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/components in the quoted product [as eligible as per Make In India policy of Govt. Of India], IPRC will provide Customs Duty Partial Exemption Certificate for availing Concessional CD and IGST for the import items/components in the quoted products.

- 23. (XXII) The bids shall be in INR only.
- 24. (XXV) Wherever the tenderer is asked to submit sample for evaluation of tenders, the same shall be submitted along with your quote.

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

- 1. a. Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two systems of unit must be furnished.
- 2. Arbitration in the event of any dispute or difference arising under these terms & conditions or any condition contained in the Purchase Order or in connection with this Contract. (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase Office or of some other person appointed by him, and the dispute further processed in terms of the Arbitration
- & Conciliation Act, 1996. There will be no objection that the arbitrator is a Government Servant that he had to deal with matter which the Contract relates to or that in the course of his duties as Government Servant has expressed
- views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.
- 3. As per the Rule 144(xi) of General Financial Rule, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority ie., Department for Promotion of Industry and Internal Trade (DPIIT).

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

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

- 5. GST/ other duties/levies, where legally leviable and intended to be claimed, should be distinctly shown separately in the tender.
- 6. Guarantee: The stores offered should be guaranteed for a minimum period of twelve months against defective stores design, operation or manufacture. For defects noticed during the guarantee period, replacement/repair should be arranged free of cost within a reasonable period of such notification. In cases where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply
- 7. If the arbitrator is a person appointed by the Head of the Purchase Office, In the event of his denying or neglecting or refusing to act, or resigning or being unable to act, for any reason, shall be lawful for the Head of the Purchase Office either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator subject, as aforesaid, to the Arbitration and Conciliation Act, 1996, and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under the clause. The Arbitrator shall have the power to extend with the consent of the Purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as the Purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during Arbitration Proceedings.
- 8. If the arbitrator is the Head of the Purchase Office:
- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself for to appoint another person as arbitrator, or In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Purchase Office to appoint another person as arbitrator
- 9. Late Tenders will not be considered
- 10. Model Certificate for Tenders:

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

- 11. Packing and Forwarding: The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense to the Contractor.
- 12. Payment terms are full payment within 30 days from the date of receipt and acceptance of

material ordered. Our Bankers are State Bank of India, Mahendragiri.

- 13. Quotation should be valid for at least 120 days from the date of opening of the tender.
- 14. Specifications: Stores offered should strictly conform to Purchasers specifications. Deviations, if any, shall be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotation. Test certificate, wherever necessary, should be forwarded along with supplies. Wherever options are called for in our specifications, the tenderer should address all such options, wherever specifically mentioned by us, and the tenderer could suggest changes to specifications with appropriate response for the same. Even in such case, the tenderer should state why he cannot meet our specifications and why he is suggesting the change.
- 15. Successful tenderer will have to furnish in the form of a Bank Guarantee or in any other form as called for by the Purchaser towards adequate security for the materials/property provided by the purchaser for the due execution for the Contract.

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

Price quoted should be on the basis of FOR IPRC, Mahendragiri or delivery at site

The Purchaser will not pay separately for transit insurance, and the risk and cost during transit shall be exclusively the responsibility of the Contractor and the purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

- 17. The Contractor shall at all times indemnify the Purchaser against all claims which may be in respect of the stores for infringement of any right protected by Patent, Registration or design or Trade Mark and shall take all risks of accidents or damage which may cause a failure of the supply from whatever causes arising and the entire responsibility for the sufficiency of all means used by him for the fulfilment of the Contract
- 18. The Purchaser reserves the right to accept or reject any quotation fully or partly without assigning any reason therefore.
- 19. The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed not later than the date specified therein, and failure to do so, without adequate justification, may involve cancellation of the Contract at the discretion of the Purchaser.
- 20. Vendors may please note that in case of two-part tender, the price details shall be mentioned only in the price-bid template. If the price details either in part or full are indicated

in the technical bid, the bid will be disqualified.

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

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

#### 1. ACCEPTANCE OF STORES:

- (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.
- (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- (c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
- (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

#### 2. DELIVERY:

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.
- (i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

- (II) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
- (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly 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 clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the repurchase or if there is an agreement to re-purchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

#### 3. DISPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on "said to contain" basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

#### 4. ERECTION OF PLANT & MACHINERY:

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

#### 5. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by

the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

#### 6. GUARANTEE & REPLACEMENT:

- (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) To fulfill guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 3% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser site.
- (h) Even while the 12 months guarantee applies to all stores, in case where a greater period is

called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the guarantee period plus two months.

#### 7. PERFORMANCE BANK GUARANTEE:

Supplier has to submit an interest free Performance Bank Guarantee for an amount equivalent to 3% (THREE PERCENT) of order value obtained from any scheduled Banks executed on Rs.200/- non-judicial stamp paper and shall be valid for a period of sixty days beyond expiry date of warranty period. The same shall be submitted along with Invoice towards final payment.

#### 8. 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.

#### 9. 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.

#### 10. REJECTED STORES:

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

#### 11. SECURITY DEPOSIT(SD):

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

forfeited against non-fulfilment of any of the contractual obligations. The Security Deposit s submitted within 30 days from the date of receipt of Purchase Order.	hall be
12. TEST CERTIFICATE:	
Wherever required, test certificates should be sent along with the dispatch documents.	
13. The Purchaser shall mean the President of India or his successors or assigns.	
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# C. Bid Templates

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

#### 1. LIQUID OXYGEN

Supply of Liquid Oxygen as per the terms and conditions attached in Supplier's road tankers

#### 2. TRANSPORTATION SERVICES

Transportation of Liquid Oxygen in PESO approved transportation tanker's from Supplier's factory to IPRC, Mahendragiri

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

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Specification of Liquid Oxygen:		-		
2	PURITY	99.6% .Minimum	Yes / No / Explain		
3	IMPURITIES LEVEL		-		
4	Alkynes as Acetylenes	< 0.25 ppm (w)	Yes / No / Explain		
5	Moisture	< 3 ppm (v)	Yes / No / Explain		
6	Particulate	< 1 mg/lit.	Yes / No / Explain		
7	Total hydrocarbons as methane	<50 ppm (v)	Yes / No / Explain		
8	Terms and conditions		-		
9	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		

10	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.	-	
11	Supply of LOX shall be made through supplier's transport tanker, having a capacity of minimum 10 MT and above.	-	
12	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.	-	
13	The quality of the supplied product will also be tested in our laboratory at IPRC, Mahendragiri. If any deviation in specification shall be found out, the particular load shall be rejected.	-	
14	LOX basic cost & transportation is not applicable for rejected load of LOX.	-	

15	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.	-	
16	Before weighment the pressure of the tanker shall be maintained at or below three bar (g). The excess pressure shall be released before taking the weighment.	-	
17	The final quantity= Weight taken with LOX – empty weight taken after unloading LOX	-	
18	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	-	

19	Calibration charts for ensuring the safe operation during transfer. It should also have statutory permissions (PESO approval) for transporting LOX.	-	
20	The tender quantity of LOX (2000MT) will be split-up as 60:40 basis (ie,1200MT:80 0MT). L1 bidder will be awarded to supply 1200MT of LOX and L2 bidder will be awarded to supply 800 MT of LOX after matching with L1 bidder's landing cost.	-	
21	If L2 bidder is not agreeing to supply for L1 bidder's cost the full quantity will be given to L1.	-	
22	Maximum quantity of LOX to be supplied shall be 50MT per week and 150 MT per month	-	

23	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. The transfer of LOX shall be carried out by pressurization method.	-	
24	Quantity variation: The total quantity of LOX may vary ±10MT of total purchase order quantity.	-	
25	Pre- qualification criteria (PQC):	-	
26	Suppliers must have their own Air separation unit and details of its production capacity.	-	
27	Transport tanker should have statutory permissions (PESO approval) for transporting LOX.	-	
28	All relevant documents shall be furnished along with quotation without which the offer will not be considered for evaluation.	-	

# **Supporting Documents required from Vendor**

1. Details of Air separation unit and copy of PESO approval for road tankers	
5 additional documents can be uploaded by the vendor	
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## C.2 Commercial Terms / Bid

SI. No.	Description	Compliance	Vendor Terms
1	Taxes and other costs (Specify)	Yes / No / Explain	
2	Delivery Period (specify)	Yes / No / Explain	
3	Delivery Terms: Normal delivery terms - FOR Destination (i.e., IPRC, Mahendragiri)	Yes / No / Explain	
4	PAYMENT TERMS - Our normal payment terms is 100% within 30 days of receipt and acceptance of the items (No advance payment allowed). Specify your payment terms.	Yes / No / Explain	
5	Security Deposit: Supplier shall submit an interest free Security Deposit for an amount equivalent to 3% of the order value, obtained through Bank Guarantee or fixed deposit receipt from any of the Nationalized/Scheduled Banks executed on non-judicial stamp paper of Rs.200/- value, and shall be kept valid for a period of sixty days beyond the date for completion of the Purchase Order. [Format enclosed]. The Security Deposit can be submitted within 15 days from date of PO.	Yes / No / Explain	
6	Confirm: Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA	Yes / No / Explain	
7	Name, Address, Contact No, E-mail Id etc. (specify):	Yes / No / Explain	
8	Currency quoted (specify)	Yes / No / Explain	
9	Warranty / Guarantee Period: (specify)	Yes / No / Explain	
10	Liquidated Damages - Delivery is the essence of the order. If delivery is delayed beyond the stipulated delivery period, LD at 0.5% per week shall be recovered subject to a maximum of 10% of order value of undelivered items	Yes / No / Explain	
11	Validity of Offer (specify)	Yes / No / Explain	

12	Percentage of local content of the quoted product ( with documentary proof) . Please submit the certificate as per the above format.	Yes / No / Explain	
13	Confirm MSME, if so provide MSME certificate	Yes / No / Explain	
14	Any other terms you wish to add:	Yes / No / Explain	

# C.3 Price Bid

SI. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	LIQUID OXYGEN Supply of Liquid Oxygen as per the terms and conditions attached in Supplier's road tankers	2000.00 Tonnes		-		
2	TRANSPORT ATION SERVICES Transportatio n of Liquid Oxygen in PESO approved transportation tanker's from Supplier's factory to IPRC,Mahen dragiri	2000.00 Tonnes		-		