

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

**Tender for HART modem with Application software**

**Bids to be submitted online**

**Tender No.: IPRC/PURGP3/IP202400109501 dated 17-09-2024**

## A. Tender Details

Tender No : **IPRC/PURGP3/IP202400109501**

Tender Date : **17-09-2024**

Tender Classification: **GOODS**

Purchase Entity : **PURGP3**

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

### HART modem with Application software

For any clarifications regarding this tender, your query should be sent to [psogroup3@iprc.gov.in](mailto:psogroup3@iprc.gov.in)  
Ph:04637-281554 clearly mentioning the tender number, within the time period specified in the tender.

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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.

### A.1 Tender Schedule

Bid Submission Start Date : **17-09-2024 10:00**

Bid Clarification Due Date : **03-10-2024 14:00**

Bid Submission Due Date : **17-10-2024 14:00**

Bid Opening Date : **17-10-2024 14:01**

## **B. Tender Attachments**

### **Technical Write-up/Drawings**

#### **Document : Specifications**

### **Instructions To Vendors**

#### **2. 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.

#### **3. 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.

#### **4. [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. 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.
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). In order to ensure due performance of warranty obligation, Vendor shall submit a Performance Bank Guarantee (PBG) equivalent to 3% of the order value. The PBG can be submitted by way of Bank Guarantee (as per format enclosed on Rs. 200/- stamp paper) from any Nationalized/Scheduled Bank in favor of Accounts Officer, IPRC. The Bank Guarantee should be valid for 60 days beyond the scheduled warranty period. In case the warranty period is extended due to any reasons, the validity of the Bank Guarantee shall also be extended suitably. PBG can be submitted by way of Fixed Deposit Receipt (lien marked to Accounts Officer, IPRC)/Demand Draft in favor of Accounts Officer, IPRC also. The PBG will be forfeited in case of non-performance of warranty obligation.
8. (VIII) SECURITY DEPOSIT : Wherever the offer price is Rs. 5.00 Lakhs or above, to ensure due execution of the Purchase Order, Vendor shall submit an interest free Security Deposit equivalent to 3% of the order value within 15 days from the date of receipt of Purchase Order. Security Deposit can be submitted by way of Bank Guarantee (as per format enclosed on Rs. 200/- stamp paper) from any Nationalized/ Scheduled Bank in favor of Accounts Officer, IPRC. The Bank Guarantee should be valid for 60 days beyond the scheduled delivery date. Security Deposit can be submitted by way of

Fixed Deposit Receipt (lien marked to Accounts Officer, IPRC)/Demand Draft in favor of Accounts Officer, IPRC.

In case of non-execution of the Purchase Order within the stipulated delivery period, IPRC reserves the right to cancel the Purchase Order and forfeit the Security Deposit. However, based on request from the Vendor, in case IPRC agree to extend the delivery period with applicability of Liquidated Damages or otherwise, the validity of the Bank Guarantee should be suitably extended. It may be noted that adjustment of Security Deposit from the progressive payment/final bill is not permitted.

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. In case a Purchase Order requires submission of Security Deposit and Performance Bank Guarantee, Vendor has the option to submit a combined Bank Guarantee for Security Deposit and Performance Bank Guarantee within 15 days from the date of receipt of Purchase Order and valid for 60 days beyond completion of the warranty period/all contractual obligation. In case PBG is submitted by way FDR (lien marked to Accounts Officer, IPRC or Demand Draft (in favor of Accounts Officer, IPRC).

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 Indigenous 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) PO will be placed on technically and commercially suitable lowest offer basis and IPRC reserves the right to split the order on L1 basis. 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 Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. MSE Purchase preference 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence along with UDYAM REGISTRATION in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 plus 15% (Selected by Buyer) of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY.
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, IPRC will provide Customs Duty Partial Exemption Certificate for availing Concessional CD and IGST.
23. (XXII) 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 Competent Authority as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the

above OM is applicable for this tender.

24. (XXIII) 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.

25. (XXIV) 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.

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

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

28. (XXVII) The bids shall be in INR only.

## **5. 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.

## **6. 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. 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.

## C. Bid Templates

### C.1 Technical Bid - HART modem with Application software

#### 1. HART Communicator

- USB modem with grabber and application software

#### Item specifications for HART Communicator

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	HART Modem with USB and electrically isolated		-		
2	1500 VRMS Electrical Isolation between HART and USB circuits		-		
3	USB 1.1 and 2.0 compatible		-		
4	Interface	Capacitive and transformer coupling	Yes / No / Explain		
5	Output	600 mVpp	Yes / No / Explain		
6	Leakage	< 10 uA	Yes / No / Explain		
7	Specifications	HART 4, HART 5, HART 6, HART 7	Yes / No / Explain		
8	Integral standard USB type A connector		-		
9	Integral heavy duty HART Mini grabber connectors		-		
10	Certified to meet HART Physical Layer Spec HCF SPEC-54		-		
11	USB powered, no external power supply or batteries needed		-		
12	Rugged ABS plastic enclosure		-		
13	Custom cable lengths on request		-		

14	Operating Temperature	0 degC to 50 degC	Yes / No / Explain		
15	HART Modem Test Program included		-		
16	CE certified		-		
17	Warranty	1 Year	Yes / No / Explain		
18	Application software	1. Device Descriptions (DD's) Library & Generic DD shall be included. Current Library HCF Release 2017 No. or latest 2. DD Updates for 1 year	Yes / No / Explain		
19	Software Functions	Monitor PV, Monitor Multi-variables, Monitor Device Status, View and Edit Variables, Save complete device configuration to text file and PDF file, Write saved configurations to devices Sample Execute Methods: Trims Calibrations, Loop Tests, Zero and Span	Yes / No / Explain		

### Supporting Documents required from Vendor

1. Warranty certificate

2. Product catalogues

3. Specification compliant statement

4. Your Quotation in PDF Format with Make, Model No, Price Details/Split up and Detailed Terms and Conditions[Mandatory]

5. Declaration with respect to restriction of bidder from a country sharing land border with India

6. MSME UDYAM Regn certificate, if applicable



## 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	All required accessories shall be mentioned and quoted	Yes / No / Explain	
2	All other commercial terms and conditions shall be accepted by the party.	Yes / No / Explain	
3	Warranty shall be provided for min. 1 year against an acceptance certificate.	Yes / No / Explain	
4	The preferred delivery period is 3 months.	Yes / No / Explain	
5	Product catalogues containing specifications are to be sent along with the quotation. Quotation will be liable for rejection if it does not contain catalogue.	Yes / No / Explain	
6	Specification compliance statement shall be answered correctly.	Yes / No / Explain	
7	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	

8	<p>Security Deposit (Applicable Only if Offer Value is Rs. 5 Lakhs or above. MSME/NSIC Units are NOT EXEMPTED from the payment of SD. SD@ 3% of Order Value valid till 60 days from the date of supply to be submitted. It can submitted in the form of Bank Guarantee on Rs.200/ Stamp paper/account payee demand draft/ fixed deposit receipt from a commercial bank/bank guarantee issued and confirmed from any of the commercial bank in India. Mandatory compliance required for SD Clause. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In case of non-execution of the Purchase Order within the stipulated delivery period, IPRC reserves the right to cancel the Purchase Order and forfeit the Security Deposit. However, based on request from the Vendor, in case IPRC agree to extend the delivery period with applicability of Liquidated Damages or otherwise, the validity of the Bank Guarantee should be suitably extended. It may be noted that adjustment of Security Deposit from the progressive payment/final bill is not permitted. Note and Confirm.</p>	Yes / No / Explain	
9	Delivery Period:	Yes / No / Explain	
10	<p>Delivery Terms: Normal delivery terms - FOR Destination (i.e., IPRC, Mahendragiri), Specify if any other delivery terms are being offered.</p>	Yes / No / Explain	
11	<p>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.</p>	Yes / No / Explain	
12	<p>Warranty Period[minimum. 1 year from date of acceptance]. Note &amp; Confirm:-</p>	Yes / No / Explain	

13	Performance Bank Guarantee (PBG):- PBG @ 3% of Order Value valid till the completion of warranty period plus 2 months claim period to be submitted. Mandatory compliance required. It can submitted in the form of Bank Guarantee in Rs. 200/- stamp paper/account payee demand draft/ fixed deposit receipt from a commercial bank/bank guarantee issued and confirmed from any of the commercial bank in India. In case the warranty period is extended due to any reasons, the validity of the Bank Guarantee shall also be extended suitably. 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). It may be noted that adjustment of PBG from the progressive payment/final bill is not permitted. Note and Confirm.	Yes / No / Explain	
14	Payment Terms: 100% within 30 days after receipt and acceptance of item at our site. (No advance payment is acceptable). Note and Confirm.	Yes / No / Explain	
15	Country of origin of the offered product	Yes / No / Explain	
16	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[Where applicable, evidence of valid registration by the Competent Authority shall be attached]." Note and Confirm.	Yes / No / Explain	
17	Confirm MSME or not. If applicable provide UDYAM REGISTRATION certificate along with the offer.	Yes / No / Explain	
18	PO Ordering Address with Name and Contact Details of Sales Person concerned (e-mail and phone number).	Yes / No / Explain	
19	Offer Validity (Minimum 90 days). Confirm.	Yes / No / Explain	

20	Your quotation in PDF format with detailed terms and conditions shall be prepared and uploaded under documents tab. Note and Confirm.	Yes / No / Explain	
21	Any other terms	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Discount	Remark
1	HART Communicator - USB modem with grabber and application software	6.00 Nos.		-			

### Common charges (Applicable for all items)

<b>P &amp; F (price)</b>	
<b>Documentation and Handling charges, if applicable</b>	
<b>freight (price)</b>	
<b>Other charges,if any[specify detail in your quote]</b>	