

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE (LPSC)
BANGALORE**

Tender for Ultra High Pure Xenon Gas

Bids to be submitted online

**Tender No.: LPSC/Liquid Propulsion Systems Centre,
Bengaluru/LB202100001901 dated 30-06-2021**

A. Tender Details

Tender No : **LPSC/Liquid Propulsion Systems Centre,
Bengaluru/LB202100001901**

Tender Date : **30-06-2021**

Tender Classification: **GOODS**

Purchase Entity : **Liquid Propulsion Systems Centre, Bengaluru**

Centre : **LIQUID PROPULSION SYSTEMS CENTRE (LPSC)**

Procurement of Ultra High Pure Xenon Gas

Procurement of Ultra High Pure Xenon Gas

A.1 Tender Schedule

Bid Submission Start Date : **16-07-2021 12:25**

Bid Clarification Due Date : **06-08-2021 14:00**

Bid Submission Due Date : **09-08-2021 14:00**

Bid Opening Date : **09-08-2021 14:15**

Price Bid Opening Date : **16-08-2021 14:00**

B. Tender Attachments

Technical Write-up/Drawings

Document : price bid format

Instructions To Vendors

1. This is a Two Part Tender. DONOT mention price element in Techno Commercial Bid. If any Price element mentioned in technical bid, your offer will not be considered.

3. GENERAL INSTRUCTION TO TENDERERS : SINGLE or TWO PART PUBLIC TENDER(PT)

1. 1.This requirement can be quoted only through online e-procurement mode using ISRO portal <https://eprocure.isro.gov.in>. The document will be available in Central Public Procurement (CPP) Portal also. No manual tender will be considered.

2. 2.The vendors have to get themselves registered in above site to download the tender details. To register in above ISRO portal (<https://eprocure.isro.gov.in>) the vendors need to have Class - III Digital Certificate. The Digital Certificate can be obtained from any digital certifying authority. The following e-tokens with their current drivers are tested and working fine with our system. Aladdin, Vasco, Starkey, Moser baer, E-pass-2003, Safenet-2032, WD Proxkey Grey / SPC Token and Trustkey.

3. 3.The parties are advised to download the tender and submit the bid on online at least two days prior to Tender Closing Date to avoid last minute network problem. The due date shall not be extended due to network or computer related problems.

4. 4.TENDER FEE NOT APPLICABLE.

5. 5.If the tender Enquiry is a two part tender i.e., Technical & Commercial Offer Part - I and Price Part-II separately, the tenderers should not attach any documents containing Pricing information along with Technical & Commercial bid (Part- I). Normally we do not open PART-II (Price Part-II), if PART-I (Technical & Commercial Offer) does not meet with our technical specification requirements.

6. 27.Tenderers can participate in the said tender opening for which, the representative of the firm shall be duly authorized by Competent Authority. Against proper e-authorization only such representatives shall be allowed to attend the tender opening.

7. 28. Head, Purchase and Stores, LPSC, Bangalore, reserves the right to accept or reject any/or all

the tenders in part or full without assigning any reasons thereof.

8. 29.EARNEST MONEY DEPOSIT NOT APPLICABLE

9. 30.Fax & Email offers are not accepted.

10. 31.In case of any clarification to be sought to this tender you may please contact Purchase and Stores Officer (PSO) through Email: purchase@lpsc.gov.in and Ph No: 080 250 37 170/171/140

11. 32.All the procurement is assumed to be SEA FREIGHT ONLY, in case any change in mode of delivery, this has to be clearly specified with justification

12. 6.Our tender enquiry contains technical requirements and specification. The detailed Technical Specification of your offer should be covered in the Technical & Commercial bid (Part- I). The Technical Documents need to be attached online as a single PDF file without any prior information. The tender attachment containing Price details in Technical & Commercial bid (Part- I) will be treated as unsolicited offers and rejected.

13. 7.The quote should indicate quantity wise unit rate separately which have to be filled online in Price Part-II. The Prices are to be mentioned both in figures as well as in words. The GST, Duties, etc., are to be calculated and indicated in the column provided in online forms explicitly.

14. 8.Bidders are expected to comply with the technical & commercial and other terms and conditions given in vendor specified terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.

15. 9.The vendors have to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided in the Technical Writeup/ Drawings document. The specification offered by the vendors may also be indicated in the compliance statement wherever necessary.

16. 10.The Technical Specification / Drawing / Product Catalogues / Works carried by vendor / Make offered etc,. as a single PDF file without any financial details has to uploaded online mode by the vendor. This being TWO PART TENDER, the PDF document uploaded should not contain any pricing details. If the attached PDF contains any pricing detail the offer will be treated as unsolicited and will be summarily rejected.

17. 11.Original Equipment Manufacturer (OEM) or their representative can submit bid to LPSC(B). Indian agents while quoting on behalf of their principals are requested to attach necessary authorization letter from their Principals in their bid.

18. 12. Instructions to Indian Agent:- Bidders are required to provide the following information in respect of their authorization from their Principal, if any, along with technical bid as the same is mandatory as it is required for consideration of the bid. Name, Address, Telephone no. , Fax no., email of the Indian Agent including the contact person to be provided.

19. 13. A letter from the OEM in the current date certifying that the said Indian Agent is their authorised Indian Agent and also indicating the responsibilities/role of the Indian Agent under the proposed purchase. Remuneration /service charges payable to the Indian Agent under the proposed purchase to be indicated in Price Part -II separately.

20. 14. 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 this tender.

21. 15. If an agent submits bid on behalf of the Principal/OEM the same agent shall not submit a bid on behalf of another Principal/OEM in this tender for the same Item/Product.

22. 16. The offer should be valid for a minimum period of 120 days from the due date of opening.

23. 17. Bids will not be entertained after the due date and time.

24. 18. The vendors who have submitted the bids before the closing have to give Open Authorization as per schedule after the tender closing date. If Open Authorization is not provided within stipulated date & time, your offer will not be considered.

25. 19. Delivery Terms:

In case of Indigenous items : FOR LPSC, BANGALORE

In case of Foreign orders: EX-WORKS / FOB /FCA

26. 20. The quoted price is fixed & firm. Once the offer is submitted in on line mode by the vendor and bid sealing is done by LPSC(B), vendor will not be able to provide revised offer.

27. 21. Request for the extension of the due date will not be considered.

28. 22. The exact date and time of opening of price bid of successful tenderers will be intimated later.

29. 23. Tenders which are not prepared in terms of these instructions are liable to be rejected.

30. 24. Based on the response to the e-Public tender Notice, LPSC(B) reserves the right to change any milestone date of the tendering activity.

31. 25.LPSC(B) reserves the right to verify all claims made by the bidder.

32. 26.Tender Opening : The Technical and Commercial bid [Part-I] will be opened on the specified day mentioned in the schedule and in case any further clarification/ discussion are required, such clarification/discussion shall be called for before opening the Price bid.

4. INSTRUCTION TO TENDERERS (PT)

1. Interested tenderers may, at their option, login to <https://eprocure.isro.gov.in> and submit your offers.

2. TENDER FEE NOT APPLICABLE

3. EARNEST MONEY DEPOSIT NOT APPLICABLE

4. Indian agents while quoting on behalf of their principals are requested to attach necessary authorization letter from their Principals in their bid.

5. The offer should be valid for a minimum period of 120 days from the date of opening.

6. Bids will not be entertained after the due date and time.

7. Request for the extension of the due date will not be considered.

8. Head, Purchase and Stores, LPSC, Bangalore, reserves the right to accept or reject any bid in part or full without assigning any reason thereof.

5. STANDARD TERMS AND CONDITIONS FOR PUBLIC TENDER(PT)

1. Purchase / Price preference to MSEs (Not applicable to foreign Suppliers/Vendors)

Purchase/Price preference will be applicable to the product reservation admissible to the Micro and Small Enterprises. Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small and Medium Enterprises Development Act, 2006. The participating MSEs in a tender, quoting price within the band of L-1 + 15% may also be allowed to supply a portion of the requirement by bringing down their price to the L-1 price, in a situation where L-1 price is from someone other than an MSE. Such MSEs may be allowed to supply upto 20% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

2. Warranty:-

Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.

3. Performance Bank Guarantee (PBG) :

You have to submit a PBG from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper for 10% of the order value towards the performance of the system at the time of supply valid till the completion of warranty period plus 60 days (as claim period) as per the format provided by the Department. OR 10% of the order value shall be with held till the completion of Warranty Period plus 60 days.

4. Security Deposit (SD) :

You have to furnish a Bank Guarantee from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper for 10% of the order value within 10 days of receipt of order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days(as claim period). (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).

5. Security Deposit cum Performance Bank Guarantee (SD cum PBG):In case, if parties are unable to provide two separate BGs, i.e., one for SD and one for PBG, they can submit a combined BG for SD cum PBG from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper within 10 days of receipt of order for 10% of order value valid till the completion of total contractual obligation (i.e., supply period + warranty period + 60 days) as per the format provided by the Department.

6. Offer Validity

Your offer shall be valid for 120 days from the date due date of tender opening. In case you offer validity is less than 120 days, the said offer is liable for rejection which may please be noted.

7. Instruction to Indigenous Suppliers:

a)Our Normal payment terms are 100% within 30 days after receipt and acceptance of the item at our site. Please confirm acceptance in your quotation.

b)Please specify GST percentage, if any, in your offer.

(i) Please refer SI No: 1 of Government Of India, Ministry Of Finance, Notification Number 47/2017 Integrated Tax (rate) dated: 14/11/2017, the applicable percentage of GST is 5% only for the supply of Goods (Procurement). Necessary Certificate will be issued later.

(ii) Please refer SI. No: 1 of Government Of Karnataka, Finance Secretariat, Notification Number 45/2017 FD 48 CSL 2017, BENGALURU, dated: 14/11/2017, the applicable percentage of GST is 5% only for the supply of Goods (Procurement). Necessary Certificate will be issued later.

- (iii) In case of service (i.e. Installation, commissioning & testing and AMC, etc. ,) GST @18% extra.
- (iv) GST is not applicable for imported items.

8. Instruction to Foreign Suppliers:-

- a)Our normal payment term is SIGHT DRAFT, Please confirm acceptance in your offer, if you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.
- b)Confirm whether any Export clearance is required and for which End User Certificate is to be provided by us, in case of an Order on you. (Enclose format for EUC, if applicable)
- c)Warranty/Guarantee applicable for the item shall be mentioned in your offer
- d)Special Certification for packing Material: as per Plant Quarantine (Regulation of Import into India) Order 2003, Articles packed with packing material of plant origin viz., hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, Dunn age Mats, wooden packages, coir pith, pear or sphagnum moss etc., will be allowed entry by Customs only with a Phytosanitary Certificate. In case if a Purchase Order, if you propose to us any of the above material for packing such a certificate issued by your local Plant Quarantine Authority shall be furnished.
- e)The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender) the same will be not be considered.f) In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item/product will not be considered. (In either case an Indian agent cannot represent more than on principal against the same tender)
- g)If an agent submits Bid on behalf of the Principal/OEM the same agent shall not submit a bid on behalf of another Principal/OEM in this tender for the same Item/Product. (In either case an Indian agent cannot represent more than on principal against the same tender)
- h)In case the quote is on Indian Rupee (High Sea Sale), the price shall include GST and duties if any, Department will provide concessional certificates. If the item quote is of USA / France / Germany / Japan/Italy and etc. make, please quote for all-inclusive price since we prefer to get the item on FOR destination basis.

9. Liquidated Damages:

If you fail to deliver the ordered items satisfactorily within the time specified or any extension thereof, Liquidated Damage @ 0.5%(zero point five percent) of the order value or part thereof the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However total Liquidated Damage shall not exceed 10% (ten percent) of the order value.

10. Offers received through fax or email or unsigned will not be considered.

11. JURISDICTION

The court of Bangalore only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this in case PO/contract.

12. Bank Details

You shall provide your bank details such as IFSC code, IBAN No. , SWIFT etc along with your offer which shall be not be changed till completion of supply/service.

13. FORCE MAJEURE

Neither LPSC, Bangalore nor Supplier/ Contractor, shall be considered in default of the performance of their obligations under this Purchase Order if such performance is prevented or delayed for any causes beyond the reasonable control of the parties to the Order getting affected, such as Acts of God, war, riots, civil, commotion, illegal strikes, legal lock-outs, epidemics, fire accidents, floods, earthquakes, proclamation or regulation or ordinance of any Government thereof, provided notice in writing of any such cause with necessary proof that the obligation under the Purchase Order is hereby affected or prevented or delayed is given within 14 days from the happening of the event. As soon as the cause of force majeure has ceased to exist, the party of the actual delay that has occurred due to such force majeure condition.

14. APPLICABLE LAW

The Contract shall be governed by Indian Law for the time being in force and jurisdiction shall lie in the Courts of India.

15. Custom Duty Concession Certificate:

LPSC is providing concession certificate towards the of payment of Customs Duty vide As per the Customs Notification No. 50/2017, Sl. No. 539(b)-CUSTOMS Dated 30.06.2017 & Amendment No: 5/2018, Sl No.539(A) - CUSTOMS Dated: 25/01/2018.

C. Bid Templates

C.1 Technical Bid - Ultra High Pure Xenon Gas

1. ULTRA HIGH PURITY GASES FOR LAB APPLICATION: 450 Kg in 9

No.s of 47 liters cylinder and

70 Kg in 14 no. of 10 Liters

cylinder

Item specifications for ULTRA HIGH PURITY GASES FOR LAB APPLICATION

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Scope	Supply of 520.0 kg of ultra high pure Xenon gas in 23 cylinders with detailed technical specification of Xenon gas, cylinders along with test certificates and other requirements as given below.	Yes / No / Explain		
2	XENON	$\geq 99.9997\%$	Yes / No / Explain		
3	KRYPTON	< 1 PPM	Yes / No / Explain		
4	OXYGEN	< 0.20 PPM	Yes / No / Explain		
5	NITROGEN	< 0.50 PPM	Yes / No / Explain		
6	H ₂ O	< 0.20 PPM	Yes / No / Explain		
7	CARBON MONOXIDE	< 0.20 PPM	Yes / No / Explain		
8	ARGON	< 1 PPM	Yes / No / Explain		
9	HYDRO CARBON	< 0.2 PPM	Yes / No / Explain		
10	Documents to be provided 1	Mass of Xenon gas in each cylinder along with identification number of the cylinder	Yes / No / Explain		

11	Documents to be provided 2	Chemical analysis certificate along with measured values of impurities as against specification from samples taken out from each cylinder with identification number.	Yes / No / Explain		
12	Documents to be provided 3	Instrument used to measure the impurity, instrument accuracy, calibration standards used and its traceability	Yes / No / Explain		
13	Delivery Schedule	6 months Note : It is an essential evaluation criteria if not meeting, the vendor shall not be considered for evaluation	Yes / No / Explain		
14	The Cost of Xenon to be quoted on per kg basis only.		-		
15	Offer can be submitted by original manufacturer /authorized representative only Note : necessary supporting document towards this to be furnished .		-		
16	Chemical analysis certificates of the cylinders shall be sent to the Department in advance. Dispatch clearance will be given after scrutiny of the above certificates and documentation mentioned in 47 litre & 10 litre cylinder specification.		-		
17	All the items shall be supplied in 1 lot without any part shipment.		-		

Document : specification & scope of supply

2. Empty Gas Cylinders: 47 Litre nominal volume cylinders suitable for storing

ultra high pure gas

Item specifications for Empty Gas Cylinders

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Volume	47 liter (Nominal).	Yes / No / Explain		
2	Cylinder material.	Steel / Aluminum	Yes / No / Explain		
3	Factor of safety over expected operating pressure	> 4	Yes / No / Explain		
4	Type of valve seating	Metalic Diaphragm valve with metal seating having CGA-580/ DISS 718/ DIN6 outlet from reputed manufacturer	Yes / No / Explain		
5	Valve material	Brass / Stainless Steel	Yes / No / Explain		
6	Cylinder Adapter (Mating part for valve).	Suitable for above valve from reputed manufacturer (adapter) with gasket.	Yes / No / Explain		
7	Valve internal leak rate	Better than 1×10^{-8} mbar lit/sec of GHe	Yes / No / Explain		
8	Internal surface finish of cylinder & valve	Suitable for storing and maintaining the Quality of ultra high pure gases (UHP)	Yes / No / Explain		
9	Validity period for safe usage of cylinder	To be indicated not less than 5 years.	Yes / No / Explain		
10	Number of Cylinders filled with Xenon 47L volume	9 No.s	Yes / No / Explain		
11	Documents to be provided 1	Material of construction of cylinder.	Yes / No / Explain		
12	Documents to be provided 2	Identification number.	Yes / No / Explain		
13	Documents to be provided 3	Internal volume	Yes / No / Explain		
14	Documents to be provided 4	Cylinder valve Leak rate	Yes / No / Explain		

15	Documents to be provided 5	Tare weight	Yes / No / Explain		
16	Documents to be provided 6	Net weight with Xenon gas	Yes / No / Explain		
17	Documents to be provided 7	Proof pressure test certificate.	Yes / No / Explain		
18	Documents to be provided 8	Clearance from regulatory body for use of the cylinder including transportation at the rated pressure	Yes / No / Explain		
19	Documents to be provided 9	Validity period	Yes / No / Explain		
20	Chemical analysis certificates of the cylinders shall be sent to the Department in advance. Dispatch clearance will be given after scrutiny of the above certificates and documentation mentioned in above Sl. No 11-19.		-		

3. Empty Gas Cylinders: 10 Litre nominal volume cylinders suitable for storing ultra high pure gas

Item specifications for Empty Gas Cylinders

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Volume	10 liter (Nominal).	Yes / No / Explain		
2	Cylinder material.	Steel / Aluminum	Yes / No / Explain		
3	Factor of safety over expected operating pressure	> 4	Yes / No / Explain		
4	Type of valve seating	Metallic Diaphragm valve with metal seating having CGA-580/ DISS 718/ DIN6 outlet from reputed manufacturer	Yes / No / Explain		

5	Valve material	Brass / Stainless Steel	Yes / No / Explain		
6	Cylinder Adapter (Mating part for valve).	Suitable for above valve from reputed manufacturer (adapter) with gasket.	Yes / No / Explain		
7	Valve internal leak rate	Better than 1×10^{-8} mbar lit/sec of GHe	Yes / No / Explain		
8	Internal surface finish of cylinder & valve	Suitable for storing and maintaining the Quality of ultra high pure gases (UHP)	Yes / No / Explain		
9	Validity period for safe usage of cylinder	To be indicated not less than 5 years.	Yes / No / Explain		
10	Number of Cylinders filled with Xenon 10L volume	14 No.s	Yes / No / Explain		
11	Documents to be provided 1	Material of construction of cylinder.	Yes / No / Explain		
12	Documents to be provided 2	Identification number.	Yes / No / Explain		
13	Documents to be provided 3	Internal volume	Yes / No / Explain		
14	Documents to be provided 4	Cylinder valve Leak rate	Yes / No / Explain		
15	Documents to be provided 5	Tare weight	Yes / No / Explain		
16	Documents to be provided 6	Net weight with Xenon gas	Yes / No / Explain		
17	Documents to be provided 7	Proof pressure test certificate.	Yes / No / Explain		
18	Documents to be provided 8	Clearance from regulatory body for use of the cylinder including transportation at the rated pressure	Yes / No / Explain		
19	Documents to be provided 9	Validity period	Yes / No / Explain		

20	Chemical analysis certificates of the cylinders shall be sent to the Department in advance. Dispatch clearance will be given after scrutiny of the above certificates and documentation mentioned in above SI. No 11-19		-		
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Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Indicate the source of supply for the proposed supply.		-		
2	If the source is not indigenous, but imported, the quote shall be in relevant foreign currency only		-		
3	Necessary custom duty concession certificate will be provided by the Department.		-		
4	In case of import, GST will not be applicable.		-		

Supporting Documents required from Vendor

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Installation Charges:If any, mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Terms.	Yes / No / Explain	
2	Packing and Forwarding (P&F):P & F charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Terms).	Yes / No / Explain	
3	The Cost of Xenon to be quoted on per kg basis only.	Yes / No / Explain	
4	You shall provide suppliers bank details such as name of the bank, IFSC code, IBAN Number, SWIFT etc., along with your offer which shall be not be changed till completion of payment.	Yes / No / Explain	
5	Purchase/Preference to MSEs: Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small & Medium Enterprises Development Act 2006. Necessary authenticated documentary evidences shall be submitted along with your offer. NOTE: This is not applicable for foreign Suppliers.	Yes / No / Explain	
6	Any other terms shall be mentioned in Vendor Terms column.	-	
7	Delivery Terms : In case of Indigenous Supplier : LPSC, BANGALORE.	Yes / No / Explain	

8	<p>GST for Indigenous Supply: Please mention applicable GST percentage in the offer</p> <p>a) Please refer Sl. No: 1 of Government Of India, Ministry Of Finance, Notification Number 47/2017 integrated Tax (rate) dated: 14/11/2017, the applicable percentage of GST is 5% only for the supply of Goods. Necessary Certificate will be issued later.</p> <p>b) Please refer Sl. No: 1 of Government Of Karnataka, Finance Secretariat, Notification Number 45/2017 FD 48 CSL 2017, BENGALURU, dated: 14/11/2017, the applicable percentage of GST is 5% only for the supply of Goods. Necessary Certificate will be issued later.</p> <p>c) In case of services (i.e., Installation, commissioning & testing and AMC, etc.) GST @18% extra.</p>	Yes / No / Explain	
9	<p>Insurance : Being a Government of India Department, Insurance is not required at our cost. Please ensure the safe delivery of the ordered item with proper AIR / SEA / ROAD worthy packing.</p>	Yes / No / Explain	
10	<p>Special conditions against Indian Agents submitting quotations in Foreign Currency:</p> <p>(a) Foreign Principals proforma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.</p> <p>(b) Copy of Agency agreement with the Foreign Principal and Indian agent, precise relationship between them and their mutual interest in the business.</p> <p>(c) Copy of registration and item empanelment of the Indian agent.</p>	Yes / No / Explain	
11	<p>ARBITRATION: In the event of dispute or difference arising out of or in connection with this purchase order/contract, which cannot be resolved through amicable settlement by mutual consultation, the same shall be settled under the Rules of Arbitration & Conciliation act 1996 under the Indian statute only, whose decision shall be final and binding on both the parties.</p>	Yes / No / Explain	

12	JURISDICTION: The Courts in and around the City of Bangalore alone shall have jurisdiction to deal with and decide any matter or dispute whatsoever arising out of this agreement including those arising under the Arbitration Act.	Yes / No / Explain	
13	Offer can be submitted by original manufacturer /authorized representative only Note : necessary supporting document towards this to be furnished .	Yes / No / Explain	
14	Delivery schedule 6 months Note : It is an essential evaluation criteria if not meeting, the vendor shall not be considered for evaluation	Yes / No / Explain	
15	Offers received through fax or email or unsigned will not be considered.	Yes / No / Explain	
16	Details of Indian Agent: Address, contact details like Telephone Number, Fax, e-mail etc., (if applicable)	Yes / No / Explain	
17	Address, contact details like Telephone Number, Fax, e-mail etc., on which order to be placed.	Yes / No / Explain	
18	The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender) the same will be not be considered.	Yes / No / Explain	
19	In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item/product will not be considered.	Yes / No / Explain	
20	Delivery Terms : In case of Foreign Suppliers: EX-WORKS / FOB /FCA	Yes / No / Explain	
21	Freight charges : If any, mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Terms.	Yes / No / Explain	
22	Warranty : Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document	Yes / No / Explain	
23	This is a Two Part Tender. Do not mention price element in Techno Commercial Bid. If any Price element mentioned in technical bid, your offer will not be considered.	Yes / No / Explain	

24	<p>FORCE MAJEURE: Neither LPSC, Bangalore nor party shall be considered in default of the performance of their obligations under this Purchase Order if such performance is prevented or delayed for any causes beyond the reasonable control of the parties to the order getting affected, such as Acts of God, war, riots, civil, commotion, illegal strikes, legal lock-outs, epidemics, fire accidents of any Government thereof, provided notice in writing of any such cause with necessary proof that the obligation under the Purchase Order is hereby affected or prevented or delayed is given within 14 days from the happening of the event. As soon as the cause of force majeure has ceased to exist, the party whose ability to perform his obligation has been affected shall notify the other party of the actual delay that has occurred due to such force majeure condition.</p>	Yes / No / Explain	
25	<p>Delivery Period: Less than or equal to Six Months Note: It is an essential evaluation criteria if not meeting, the vendor shall not be considered for evaluation.</p>	Yes / No / Explain	
26	<p>Validity of Offer : (a) The validity of the offers should be 120 days (in case two part tender) from the date of opening of the tenders. NOTE : Tenders validity period shorter than offer validity mentioned above will not be considered for evaluation.</p>	Yes / No / Explain	
27	<p>All the items shall be supplied in 1 lot without any part shipment.</p>	Yes / No / Explain	
28	<p>Chemical analysis certificates of the cylinders shall be sent to the Department in advance. Dispatch clearance will be given after scrutiny of the above certificates and documentation mentioned in item specification.</p>	Yes / No / Explain	

29	<p>Duties & Levies for Foreign supply: a) LPSC is providing Customs Duty Concession Certificate towards the of payment of Customs Duty as per the Customs Notification No. 50/2017, Sl. No. 539(b)-CUSTOMS Dated 30.06.2017 & Amendment No: 5/2018, Sl. No. 539(a) CUSTOMS Dated: 25/01/2018. b) We will provide Customs Duty Concession Certificate for bought out items being imported for manufacturing the ordered items (List of items to be imported with quantities to be enclosed along with offer) OR for Orders placed on Foreign Vendors OR for High Sea Sale orders. c) GST is not applicable for imported items.</p>	Yes / No / Explain	
30	<p>In case of foreign orders:(a) Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer. (b) Please specify whether any Agency Commission is involved or not. If YES mention the percentage of Agency Commission. [Agency Commission shall be claimed by the Indian Agent through an Invoice. The Agency Commission shall be paid to the Indian Agent in Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of the Purchase order/Contract and shall be paid within 30 days from the date of satisfactory acceptance of the item at our site. Distributers are not eligible for Agency Commission]</p>	Yes / No / Explain	
31	<p>Liquidated Damages (LD): If the ordered items are not supplied within the delivery schedule, LD shall be levied from your bill @ 0.5% of the order value per week or 0.5% of the value of the stores for which the delivery is delayed for each week of delay subject to a maximum of 10% of the order value. (NOTE : This is a mandatory clause)</p>	Yes / No / Explain	

32	Security Deposit (SD) : You have to furnish a Bank Guarantee from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper for 3% of the order value within 10 days of receipt of order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days(as claim period). (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).	Yes / No / Explain	
33	Performance Bank Guarantee (PBG) : You have to submit a PBG from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper for 3% of the order value towards the performance of the system at the time of supply valid till the completion of warranty period plus 60 days (as claim period) as per the format provided by the Department. OR 3% of the order value shall be with held till the completion of Warranty Period plus 60 days.	Yes / No / Explain	
34	Security Deposit cum Performance Bank Guarantee (SD cum PBG) : In case, if parties are unable to provide two separate BGs, i.e. one for SD and one for PBG, they can submit a combined BG for SD cum PBG from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper within 10 days of receipt of order for 3% of order value valid till the completion of total contractual obligation (i.e. supply period plus warranty period plus 60 days) as per the format provided by the Department.	Yes / No / Explain	
35	Details of Principal:Address, contact details like Telephone Number, Fax, e-mail etc., (if applicable)	Yes / No / Explain	
36	Payment Terms for Indigenous Orders : 100% payment shall be made through RTGS within 30 days after receipt (including installation & commissioning) and acceptance of the item at our site.	Yes / No / Explain	

37	<p>Payment Terms for Foreign Orders :</p> <p>a) Payment term shall be Sight Draft OR 90% by Irrevocable Letter of Credit and balance 10% by wire transfer after receipt (including installation & commissioning) and acceptance of the ordered item.</p> <p>b) In case of Payment Term being Letter of Credit, the same shall be opened for One quarter, after readiness of the material. Also, Bank Charges inside India to our Account & outside India to your Account.</p>	Yes / No / Explain	
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C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	ULTRA HIGH PURITY GASES FOR LAB APPLICATION	520.00 KG		-		
2	Empty Gas Cylinders	9.00 Nos.		-		
3	Empty Gas Cylinders	14.00 Nos.		-		

Common charges (Applicable for all items)

Installation & Configuration	
Other Costs, if any (Value)	
Taxes, if any (Percentage)	