

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

**Tender for Supply, installation & demonstration of Mass Spectrometer
Leak Detector (MSLD)**

Bids to be submitted online

**Tender No.: LPSC-B/Liquid Propulsion Systems
Centre,Bengaluru/LB202300023701 dated 06-09-2023**

A. Tender Details

Tender No :	LPSC-B/Liquid Propulsion Systems Centre,Bengaluru/LB202300023701
Tender Date :	06-09-2023
Tender Classification:	GOODS
Purchase Entity :	Liquid Propulsion Systems Centre,Bengaluru
Centre :	LIQUID PROPULSION SYSTEMS CENTRE (LPSC-B)

Supply, installation & demonstration of Mass Spectrometer Leak Detector (MSLD)

Supply, installation & demonstration of Mass Spectrometer Leak Detector (MSLD)

A.1 Tender Schedule

Bid Submission Start Date :	06-09-2023 16:00
Bid Clarification Due Date :	20-09-2023 14:00
Bid Submission Due Date :	11-10-2023 14:00
Bid Opening Date :	11-10-2023 14:30
Price Bid Opening Date :	25-10-2023 14:00

B. Tender Attachments

Technical Write-up/Drawings

Document : Specification

Instructions To Vendors

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

1. 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.

2. As far as implementation of public procurement policy (Preference to make in India) Order, 2017 is concerned, the Office Orders vide No. P-45021/2/2017-B.E-II dt. 15.06.2017, which is partially modified by Order No. P-45021/2/2017-PP(BE-II) dt. 28.05.2018, Order No.P-45021/2/2017-PP(BE-II)dt. 29.05.2019, Order No. P- 45021/2/2017-PP (BE-II) dt 04.06.2020 and Order No.P-45021/2/2017-PP (BE-II) dt 16.09.2020 and subsequent Amendments issued by the Department for Promotion of Industries and Internal Trade, Ministry of Commerce and Industry and Internal Trade, Ministry of Commerce and Industry regarding Class-I/Class-II local suppliers, Purchase preference, verification of local contents etc shall be applicable to this tender. Therefore, bidders may ensure compliance of the same while submitting tenders.

3. 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.

4. 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.

5. 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.

6. 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.

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. 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.

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. 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.

12. 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.

13. Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs. Such MSEs shall produce documentary proof of registration as per provisions of the Policy ie: registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME.

14. 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.

15. 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 + warranty period + 60 days) as per the format provided by the Department.

16. 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).

17. 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.

C. Bid Templates

C.1 Technical Bid - Supply, installation & demonstration of Mass Spectrometer Leak Detector (MSLD)

1. MSLD

Item specifications for MSLD

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	as per technical specification		-		

Document : Specification

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	As per attached annexure		-		

Supporting Documents required from Vendor

1. Compliance of annexure

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	vendor shall be supply all required items and installation and demonstration of MSLD for pressure test facility	Yes / No / Explain	
2	GST: Kindly mention exact percentage of GST (HSN Code, if applicable) IGST@5% concessional rate for supply of Goods: IGST concessional rate @ 5% is applicable for the following goods mentioned under Sl. No. 243B as per Department of Revenue Notification No. 07/2018: "Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock ups and modules, raw material and consumables required for Launch Vehicles and Satellites and Payloads" Kindly mention the nature of Goods.	Yes / No / Explain	
3	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	
4	P & F charges (if applicable)	Yes / No / Explain	
5	Payment Term: - 100% payment shall be made through RTGS within 30 days of receipt and acceptance of the items at our site.	Yes / No / Explain	
6	Delivery Period: Within 6 months from the date of receipt of purchase order.	Yes / No / Explain	
7	Liquidated Damages (LD): - Since delivery is the essence of this order, LD @ 0.5% per week or part thereof subject to a maximum of 10% of the order value of undelivered Stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the contract price of the unit or units so delayed.	Yes / No / Explain	

8	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. Warranty certificate shall be provided along with supply.	Yes / No / Explain	
9	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	
10	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	
11	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	
12	Freight charges : If any, mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Terms.	Yes / No / Explain	
13	Installation Charges: If any, mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Terms.	Yes / No / Explain	

14	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	
15	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.	Yes / No / Explain	
16	Validity of Offer : (a) The validity of the offers should be 120 days from the date of opening of the tenders. NOTE : Tenders validity period shorter than offer validity mentioned above will not be considered for evaluation.	Yes / No / Explain	
17	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]	Yes / No / Explain	
18	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.	Yes / No / Explain	
19	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	

20	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.	Yes / No / Explain	
21	Details of Indian Agent: Address, contact details like Telephone Number, Fax, e-mail etc., (if applicable)	Yes / No / Explain	
22	Address, contact details like Telephone Number, Fax, e-mail etc., on which order to be placed.	Yes / No / Explain	
23	Details of Principal:Address, contact details like Telephone Number, Fax, e-mail etc., (if applicable)	Yes / No / Explain	
24	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	
25	Offers received through fax or email or unsigned will not be considered.	Yes / No / Explain	
26	Any other terms shall be mentioned in Vendor Terms column.	Yes / No / Explain	

27	Special conditions against Indian Agents submitting quotations in Foreign Currency: (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. (b) Copy of Agency agreement with the Foreign Principal and Indian agent, precise relationship between them and their mutual interest in the business. (c) Copy of registration and item empanelment of the Indian agent.	Yes / No / Explain	
28	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	
29	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	
30	Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs. Such MSEs shall produce documentary proof of registration as per provisions of the Policy ie: registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME.	Yes / No / Explain	

31	As far as implementation of public procurement policy (Preference to make in India) Order, 2017 is concerned, the Office Orders vide No. P-45021/2/2017-B.E-II dt. 15.06.2017, which is partially modified by Order No. P-45021/2/2017-PP(BE-II) dt. 28.05.2018, Order No.P-45021/2/2017-PP(BE-II)dt. 29.05.2019, Order No. P-45021/2/2017-PP (BE-II) dt 04.06.2020 and Order No.P-45021/2/2017-PP (BE-II) dt 16.09.2020 and subsequent Amendments issued by the Department for Promotion of Industries and Internal Trade, Ministry of Commerce and Industry and Internal Trade, Ministry of Commerce and Industry regarding Class-I/Class-II local suppliers, Purchase preference, verification of local contents etc shall be applicable to this tender. Therefore, bidders may ensure compliance of the same while submitting tenders.	Yes / No / Explain	
32	Delivery Terms : In case of Indigenous Supplier : LPSC, BANGALORE.	Yes / No / Explain	
33	Delivery Terms : In case of Foreign Suppliers: EX-WORKS / FOB /FCA	Yes / No / Explain	
34	Percentage of Local Content for quoted items	Yes / No / Explain	
35	Vendor shall offer for Non Comprehensive AMC for a period of 3 years after expiry of the warranty period. The scope of the comprehensive AMC as per Annexure. The Scope shall include 2 breakdown visits.	Yes / No / Explain	
36	Preventive Maintenance: Yearly as per annexure	Yes / No / Explain	
37	Break down maintenance: The authorized Indian service provider shall attend any number of breakdown calls per year, immediately within 72 hours of intimation during the contract period on payment basis.	Yes / No / Explain	

38	<p>PAYMENT TERMS: Maintenance charges shall be paid after every Yearly proportionately on completion of each satisfactory service. However, at the end of each service, a Service Report duly signed by contractor, Indentor and duly approved by Indentor Divisional Head shall be obtained from the user division to the effect that the system have been serviced and is working satisfactorily and the certified service report shall be submitted to the Sr. Accounts Officer, LPSC, along with your bill/invoice in duplicate with a copy to Purchase Officer</p>	Yes / No / Explain	
39	<p>SECURITY DEPOSIT : The party shall submit the security deposit equivalent to 3% of the AMC value till the completion of contract in the form of bank guarantee or either form of negotiable instrument valid for the total AMC period, issued by a nationalized or scheduled bank in the form of Rs. 200 non-judicial stamp paper before commencement of the work in favour of Senior Accounts Officer, LPSC, Bangalore. This security deposit will be returned (interest free) after the successful completion of Annual Maintenance Contract. The security deposit shall have a further claim period of 6 months.</p>	Yes / No / Explain	
40	<p>Maintenance shall be carried out at our premises only. In case any item has to be taken to your premises for repairs, necessary Bank Guarantee for the value of the item shall be furnished, and valid till returning of the item.</p>	Yes / No / Explain	
41	<p>During AMC, in the event of damages to our property or injury to our personnel due to the negligence of your employees, the responsibility shall solely rest with you.</p>	Yes / No / Explain	
42	<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	

43	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	
44	FORCE MAJEURE: Neither LPSC, Bangalore nor Supplier shall be consider in default of the performance of their obligations under this PO if such performance is prevented or delayed for any cause beyond reasonable control of the parties to the order getting ffected 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 provide notice in writing of any such cause with necessary proof that the obligation under the PO is hereby affected or prevented or delayed is given within 14 days from happening of the event.	Yes / No / Explain	
45	Fall Clause:The rate changed for the work/ supply shall in no event exceed the lowest rates for the similar work/ supply to any other party during the period of the contract. If at any time during stipulated time period, reduction on the charges for similar work/supply to other customer extended by you, shall forthwith notify to the Purchase and Store Division, rate payable under the contract after the rate , coming into force of such reduction shall stand correspondingly reduced & refunded to us.	Yes / No / Explain	
46	DOWN-TIME COMPENSATION: In case the break-down are not attended to in time, i.e., within 72 hrs. of our intimation, down-time compensation at the rate of 0.5% (of the Annual Maintenance charges per day shall be recovered from you subject to a maximum of 5% of the Contract value.	Yes / No / Explain	
47	Name and Address of vendor/firm/company/establishment on which PO shall be placed in case of Order.	Yes / No / Explain	
48	Income tax at applicable rates shall be deducted at source.	Yes / No / Explain	
49	Any other terms & conditions.	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	MSLD	1.00 Sets		-		

Common charges (Applicable for all items)

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