

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

Tender for ESD CUPBOARD

Bids to be submitted online

**Tender No.: LPSC-B/Liquid Propulsion Systems
Centre,Bengaluru/LB202400019801 dated 22-08-2024**

A. Tender Details

Tender No : **LPSC-B/Liquid Propulsion Systems Centre,Bengaluru/LB202400019801**

Tender Date : **22-08-2024**

Tender Classification: **GOODS**

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

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

ESD CUPBOARD

ESD CUPBOARD

A.1 Tender Schedule

Bid Submission Start Date : **22-08-2024 11:30**

Bid Clarification Due Date : **29-08-2024 14:00**

Bid Submission Due Date : **13-09-2024 14:00**

Bid Opening Date : **13-09-2024 14:30**

B. Tender Attachments

NA

Instructions To Vendors

1. 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 - ESD CUPBOARD

1. ESD Cupboards

Item specifications for ESD Cupboards

| SI No | Specification | Value | Compliance | Offered Specification | Remark |
|-------|---|-------|------------|-----------------------|--------|
| 1 | As per attached document | | - | | |
| 2 | FIXED SHELVES IN 1.2MM THICK SS 304 GRADE BENDINGS AS PER DRAWING - 04 NOS | | - | | |
| 3 | DOORS IN 1.2MM THICK SS 304 GRADE WITH 6MM THICK CLEAR TOUGHENED GLASS TO BE FIXED AS PER DRAWING AND INCLUDES HEAVY DUTY SS HANDLES .7 LEVER LOCK WITH FLAT KEYS, TOWER BOLT, MAGNETIC CATCHERS. | | - | | |
| 4 | SS LEVERS- 6 NOS | | - | | |
| 5 | GROUNDING CHORD | | - | | |
| 6 | Note: 1. ENTIRE UNIT IS SS MATT FINISH 2. LOAD CAPACITY OF EACH SHELF : 50 KG (UDL) | | - | | |

Document : Specification and drawing

Common Specifications (Applicable for all items)

| Sl No | Specification | Value | Compliance | Offered Specification | Remark |
|-------|--|-------|------------|-----------------------|--------|
| 1 | FIXED SHELVES IN 1.2MM THICK SS 304 GRADE BENDINGS AS PER DRAWING - 04 NOS | | - | | |
| 2 | DOORS IN 1.2MM THICK SS 304 GRADE WITH 6MM THICK CLEAR TOUGHENED GLASS TO BE FIXED AS PER DRAWING AND INCLUDES HEAVY DUTY SS HANDLES .7 LEVER LOCK WITH FLAT KEYS, TOWER BOLT, MAGNE TIC CATHERS. | | - | | |
| 3 | SS LEVERS- 6 NOS | | - | | |
| 4 | GROUNDING CHORD | | - | | |
| 5 | Note: 1. ENTIRE UNIT IS SS MATT FINISH 2. LOAD CAPACITY OF EACH SHELF : 50 KG (UDL) 3. 1950 mm Height x 975 mm width x 500 mm depth | | - | | |

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|---|---|--|---|--|--|
| 6 | ENTIRE UNIT IN 1.2MM THICK SS 304 GRADE WITH 100MM SKIRTING IN 25x25 SS TUBE SRUCTRUE AT BASE. | | - | | |
|---|---|--|---|--|--|

Supporting Documents required from Vendor

1. Test certificate to be furnished wherever applicable.

2. Warranty certificate

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

| Sl. No. | Description | Compliance | Vendor Terms |
|---------|---|--------------------|--------------|
| 1 | To be supplied within the 4 month from date of receipt and acceptance of purchase order | 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 | P & F charges (if applicable) | Yes / No / Explain | |
| 4 | Payment Term: - 100% payment shall be made within 30 days of receipt and acceptance of the items at our site. | Yes / No / Explain | |
| 5 | Delivery Terms: FOR LPSC, BANGALORE | Yes / No / Explain | |
| 6 | Delivery Period: Within the 4 month from date of receipt and acceptance 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 | 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 | |

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|----|---|--------------------|--|
| 15 | Validity of Offer : (a) The validity of the offers should be 90 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 | |
| 16 | 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 | |
| 17 | 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 | |
| 18 | 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 | |
| 19 | Address, contact details like Telephone Number, Fax, e-mail etc., on which order to be placed. | Yes / No / Explain | |
| 20 | Details of Principal:Address, contact details like Telephone Number, Fax, e-mail etc., (if applicable) | Yes / No / Explain | |

| | | | |
|----|---|--------------------|--|
| 21 | 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 | |
| 22 | Offers received through fax or email or unsigned will not be considered. | Yes / No / Explain | |
| 23 | 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 | |
| 24 | 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 | |

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|----|--|--------------------|--|
| 25 | 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 | |
| 26 | % Local Content | Yes / No / Explain | |
| 27 | Any other terms shall be mentioned in Vendor Terms column. | Yes / No / Explain | |

C.3 Price Bid

| Sl. No. | Item | Quantity | Unit Price | Currency | Total Price | Remark |
|---------|---------------|-----------|------------|----------|-------------|--------|
| 1 | ESD Cupboards | 2.00 Nos. | | - | | |

Common charges (Applicable for all items)

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