

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE, VALIAMALA (LPSC)
THIRUVANANTHAPURAM**

Tender for Supply of Cryo UTM for Cryogenic Temperature Testing

Bids to be submitted online

Tender No.: LPSC/LVF/LP202200064101 dated 15-11-2022

A. Tender Details

Tender No :	LPSC/LVF/LP202200064101
Tender Date :	15-11-2022
Tender Classification:	GOODS
Purchase Entity :	LVF
Centre :	LIQUID PROPULSION SYSTEMS CENTRE, VALIAMALA (LPSC)

Procurement of Supply of Cryo UTM for Cryogenic Temperature Testing

For and on behalf of the President of India, the Head, Purchase & Stores, Liquid Propulsion Systems Centre (LPSC), Valiamala, Thiruvananthapuram invites tenders through e-procurement mode; <https://eproc.isro.gov.in>

Prospective vendors interested in participating in the tendering process need to get registered in the portal. Offers submitted through our online portal only will be considered and no other means will be considered. Detailed instruction, pre-requisites and illustrative tutorials for bid enrollment, preparation etc are available in the portal at <https://eproc.isro.gov.in>. A help desk is also functioning to assist the vendors whose contact details are available in the portal.

A.1 Tender Schedule

Bid Submission Start Date :	15-11-2022 17:49
Bid Clarification Due Date :	22-11-2022 14:00
Bid Submission Due Date :	13-12-2022 14:30
Bid Opening Date :	13-12-2022 14:35
Price Bid Opening Date :	30-01-2023 14:35

B. Tender Attachments

Technical Write-up/Drawings

[Document : Compliance matrix](#)

[Document : Annexure 1- Technical Document](#)

[Document : Annexure A](#)

Instructions To Vendors

4. INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER (GLOBAL TENDER)

1. Instruction to Foreign Suppliers:-

a) Payment term shall be SIGHT DRAFT / 80% by irrevocable Letter of Credit and balance 20% by wire transfer after receipt & acceptance of the ordered item. Please confirm acceptance in your offer. If you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.

b) We are eligible for Customs Duty Concession vide Notification No. 050/2017 539 A-CUSTOMS DTD. 30.06.2017 and necessary Customs Duty Concession Certificate will be provided on request.

c) Please specify whether any export clearance is required in case of an order on you.

d) Warranty/Guarantee applicable for the item shall be mentioned in your offer.

e) Special Certification for packing Material : as per Plant Quarantine (Regulation of Control 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, peat or sphagnum moss etc., will be allowed entry by Customs only with a Phytosanitary Certificate. In case of 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.

f) Confirm whether any Export License 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)

g) Either Indian Agent on behalf of the foreign principal or the foreign principal directly can quote against this order, but not both. In either case an Indian agent cannot represent more than one principal against the same tender.

h)High Sea Sales

In case any bidder is submitting their offer on High Sea Sale (HSS) basis, the Indian Trader shall submit the following documents mandatorily along with the offer. It will be the responsibility of the Party to clear the items from Customs and deliver to us on FOR LPSC, Valiamala basis. Customs Duty Concession Certificate will be provided at the time of clearance against request.

- The Import Export Code of the Indian Trader.
- Bank Authorisation Code of the Indian Trader.
- GSTIN of the Indian Trader.

2. Applicable Law:-

The Contractor shall be interpreted, construed and governed by the Law of India.

3. Bank Details :-

a)For Indian Suppliers :- The offer should contain Bank details viz., Bankers Name, Address, Phone No. & Mail id, Bank Account No., IFSC code, PAN No., GST No., etc.

b)For Foreign Suppliers :- The offer should contain Bank details viz., Bankers Name, Address, Phone No. & Mail id, Bank Account No., SWIFT Code, IBAN No.etc.

4. Contractors Default Liability :-

The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.

b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

5. Counter Terms and Conditions of suppliers :-

Where counter terms and conditions / printed or cyclostyled conditions has 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.

6. DELIVERY AND LIQUIDATED DAMAGES (LD) :-

(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)If the ordered items are not supplied within the delivery schedule, LD shall be levied from your bill @ 0.5% per week for the undelivered items subject to a maximum of 10% of the order value for the delayed period.

7. Delivery Period :-

The time for and the date / period of delivery of the stores stipulated in the Tender / Purchase Order shall be deemed to be the essence of the contract and delivery must be completed on or before the specified dates.

8. Delivery Term :-

a)For Import supplies :- FOB / FCA

b)For Indigenous supplies :- Ex-Works / FOR LPSC

9. Extension of Time :-

If the completion of supply of Stores is delayed due to reason of FORCE MAJEURE such as acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes etc., the Contractor shall give notice within 21 days to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to the other terms and conditions of the Contract.

10. g)Special conditions against Indian Agents submitting quotations in Foreign Currency :-

(i)Foreign Principals proforma invoice indicating the commission payable to the Indian Agent with GST, if any and nature of after sales service to be rendered by the Indian Agent.

(ii)Copy of Agency Agreement with the Foreign Principal, precise relationship between them and their mutual interest in the business.

(iii) Either the Indian Agent on behalf of the Foreign Principal or the Foreign Principal directly could bid in a tender but not both. Further, in case where an agent participates in a tender on behalf of one Principal, he should not be allowed to quote on behalf of another Principal in the same tender for the same item.

11. 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 or for a period as specified in the tender document after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have

developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

f) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.

12. 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, Copy right or Trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the Contract.

13. Language and Measures :-

All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English Language. The metric system of measurement shall be used exclusively in the Contract.

14. Mode of Despatch :-

a) For supplies BY ROAD / BY RAIL:-

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.

The Contractor will be held responsible for any demurrage / wharfage paid due to non-receipt of documents in time.

b)For Supplies BY AIR / BY SEA (As per the instructions in Purchase Order)

One set of Non-negotiable copies of despatch documents should be sent by mail immediately after shipment to us without fail for our verification and tracing the consignment.

Originals should be negotiated, through bank. Apart from the despatch documents negotiated through Bank, a copy of the following documents shall also be air mailed to the purchaser within seven days from the date of shipment by sea and within 3 days in case of air consignment

Commercial Bill of Lading/Air Way Bill

Commercial Invoice describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if, any, and Agency Commission separately.

Packing List showing individual dimensions and weight of packages.

Test Certificate

Country of Origin Certificate in duplicate

Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the stores are guaranteed as per the specifications asked for by the Purchaser.

For Sea Consignments, ordered items shall be shipped through Indian Flagged Vessels only.

Partshipment Not Allowed. Transshipment Allowed. Transshipment of equipment shall not be permitted except with the written permission of the Purchaser

15. Offer Validity :-

a)For Single Part Tender - Quotation should be valid for 90 days from the date of opening of the tender or any other period as specified in the tender.

b)For Two Part Tender - Quotation should be valid for 120 days from the date of opening of the tender or any other period as specified in the tender.

Note :- Offer with validity lesser than that specified is liable for exclusion from the procurement process

16. Packing Forwarding & Insurance:

(a) For Indigenous supplies:The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by Rail / Road 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.

(b) For Import supplies:The contractor wherever applicable shall pack and crate all stores for Sea / Air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with Internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by Rail / Road & Sea for space qualified stores. The Contractor shall be held responsible for all damages due to improper packing. The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

(c) Insurance :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.

17. Payment :-

For Indigenous supplies :- 100% payment shall be made through RTGS within 30 days of receipt and acceptance of the item at our site against submission of PBG.

For Import supplies :-

(a)SIGHT DRAFT

(b)80% payment by Letter of Credit and balance 20% by Wire Transfer after receipt and acceptance of the ordered item against submission of PBG.

Note :- Bank Charges including the charges towards advising / amendment commissions should be in respective accounts.

18. Performance Bank Guarantee (PBG) :-

To fulfill guarantee conditions outlined in clause 12(a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank (from a bank of international repute in case of foreign vendor) approved by the purchaser for an amount equivalent to 3% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

19. Price :

a)Price should be firm and fixed and should be on the basis of FOR, LPSC / delivery at site. The Purchaser will not pay separately for transit insurance, and the risk and cost during transit shall be exclusively the responsibility of the Contractor and the purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

b)Tenders 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 variations.

c)Prices are required to be quoted according to the units indicated in the tender. When quotations are given in terms of units other than those specified in the tender form, relationship between the two systems of unit must be furnished.

d)The FOB/FCA value, the C & F value for import by Sea freight / Air freight up to and for air parcel post up to LPSC, Thiruvananthapuram should be separately indicated.

e)Agency Commission, if any, should be clearly indicated in the quote. The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agents by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent after the Customs Clearance, receipt, installation & commissioning (wherever necessary)

and acceptance of the goods/equipment by us. The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which would be paid to the Indian Agents directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent with applicable GST, if any.

f) Name and Address of the Indian Agent should be mentioned in the offer

20. Quantity (QTY) and Unit of Measure (UOM)

Quote should be as per the quantity and unit of measure mentioned the tender. If dimensional details are available, the same should also be indicated in your offer.

21. Resolution of Disputes:-

Any dispute, disagreement or question arising out of or relating to or in consequence of the contract or to its fulfillment, or the validity of enforcement thereof which cannot be settled mutually, or the settlement of which is not herein specifically provided for, shall within 30 (thirty) days from the date either party informs the other in writing that such dispute or disagreement exists be referred to arbitration by the sole arbitrator.

The Arbitrator shall be appointed As per the Indian Arbitration and Conciliation Act 1996 and proceedings will be conducted in Trivandrum. The Arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act 1996 (Act 26 of 1996) as amended from time to time and the decision of the Arbitrator shall be final and binding on the parties thereto. Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the Arbitrator shall be shared equally by the parties unless the award provides otherwise.

Subject to provisions of this clause, the courts at Kerala shall have exclusive jurisdiction.

Performance under this Contract shall, however continue during Arbitration proceeding and no payment due or payable by the parties hereto shall be withheld unless any such payment is/ or forms a part of the subject matter of the Arbitration proceedings.

22. Security Deposit (SD) :- Applicable for order value above INR 5 L.

On acceptance of the order, 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 3 percent of the value of the Contract as the Purchaser shall specify. 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 15(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

23. Specifications:-

a)Stores offered should strictly conform to Purchasers 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. Wherever options are called for in our specifications, the tenderer should address all such options.

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 non-acceptance of tender, the tenderer will have to remove the samples at his own expense.

24. Taxes :-

a)For Indigenous supplies, GST intended to be claimed, should be distinctly shown separately in the tender. The applicable GST / IGST shall be clearly mentioned in your offer along with HSN code of the offered items.

b) For Import supplies, the FOB / FCA and C&F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderers country along with HSN code of the offered items.

25. Training:-

The Contractor shall, if required by the Purchaser, provide facilities for the practical training of Purchasers engineering / technical personnel from India and for the active association on the manufacturing processes throughout the manufacturing period of the Contract / Stores, number of such personnel to be mutually agreed upon.

C. Bid Templates

C.1 Technical Bid - Supply of Cryo UTM for Cryogenic Temperature Testing

1. UTM: Supply of Universal testing Machine for Mechanical Testing at cryogenic temperature as per attached technical specifications

Item specifications for UTM

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	As per attached annexure A and 1	As per attached annexure A and 1	Yes / No / Explain		

Supporting Documents required from Vendor

1. Document if any

2. Document if any

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	As per Indent Annexure	Yes / No / Explain	
2	P & F charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column)	Yes / No / Explain	
3	Whether applicable GST percentage mentioned in offer (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).	Yes / No / Explain	
4	ISRO is eligible for Customs Duty Concession vide Notification No.12/2012-Customs dated 17.03.2012. and Notification No. 50/2017-customs dtd 30.06.2017 [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.]	Yes / No / Explain	
5	Installation Charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).	Yes / No / Explain	
6	Delivery Term :- FOR : LPSC, VALAIAMALA In case of Foreign orders, FOB or FCA	Yes / No / Explain	
7	Freight charges, if any. (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).	Yes / No / Explain	
8	Delivery Period (If any specific delivery period is mentioned in the tender, please comply the same. If not agreed, please mention your delivery period in remarks column OR if already mentioned in your quote please mention as already furnished in the quote)	Yes / No / Explain	

9	<p>Payment Term :- (a)100% payment shall be made through RTGS within 30 days of receipt and acceptance of the item at our site. (b)In case of Foreign orders, Payment term shall be SIGHT DRAFT / 80% BY IRREVOCABLE LETTER OF CREDIT AND BALANCE 20% BY WIRE TRANSFER AFTER RECEIPT & ACCEPTANCE OF THE ORDERED ITEM.</p>	Yes / No / Explain	
10	<p>Liquidated Damages (LD) :- If the ordered items are not supplied within the delivery schedule, LD shall be levied from your bill @ 0.5% per week for the undelivered items subject to a maximum of 10% of the order value for the delayed period.</p>	Yes / No / Explain	
11	<p>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.</p>	Yes / No / Explain	
12	<p>Security Deposit (SD) :- (only for order value above Rs.5 Lakh) You have to furnish a Bank Guarantee for 3% of the order value (from a bank of international repute incase of foreign vendors) 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. (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).</p>	Yes / No / Explain	
13	<p>Performance Bank Guarantee (PBG) :- You have to submit a PBG from a Nationalised / Scheduled Bank (from a bank of international repute incase of foreign vendors) 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 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.</p>	Yes / No / Explain	

14	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 & PBG 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	
15	Insurance :- Being a Govt. Of India Dept., 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 90 days (in case of single part tender) from the date of opening of the tenders. (b)The validity of the offers should be 120 days (in case two part tender) from the date of opening of the tenders. Note :- Tenders shorter than offer validity mentioned above will not be considered for evaluation.	Yes / No / Explain	
17	Bank Details, viz., Bank Name, Branch, Address, Account No., IFSC (Details to be given in Vendor Terms Column)	Yes / No / Explain	
18	PAN No. (Details to be furnished in Vendor Terms Column)	Yes / No / Explain	
19	GST No. (Details to be given in Vendor Terms Column)	Yes / No / Explain	
20	HSN Code of offered items	Yes / No / Explain	

21	<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 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	
22	<p>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, precise relationship between them and their mutual interest in the business.</p>	Yes / No / Explain	
23	<p>This being a two-part tender, Technical and Price Part are opened separately, the tenders should not attach any documents containing pricing information along with technical bid. Normally, we donot open part II (Commercial offer), if part I(Technical offer)doesnot meet with our technical specification requirements</p>	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Other Costs, if any	Remark
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1	UTM: Supply of Universal testing Machine for Mechanical Testing at cryogenic temperatur e as per attached technical specificatio ns	1.00 Nos.					
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Common charges (Applicable for all items)

Additional Costs, if any	
Additional Costs, if any (Value)	