

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
SATISH DHAWAN SPACE CENTRE SHAR SRIHARIKOTA (SDSC SHAR)  
NELLORE**

**Tender for Asbestos Powder**

**Bids to be submitted online**

**Tender No.: SDSC SHAR/SMPC-U1 PURCHASE/SH202400089301 dated 19-08-2024**

## A. Tender Details

Tender No : **SDSC SHAR/SMPC-U1 PURCHASE/SH202400089301**

Tender Date : **19-08-2024**

Tender Classification: **GOODS**

Purchase Entity : **SMPC-U1 PURCHASE**

Centre : **SATISH DHAWAN SPACE CENTRE SHAR SRIHARIKOTA  
(SDSC SHAR)**

## Asbestos Powder

Asbestos Powder

GEM Non-Availability:-  
GEM/GARPTS/12082024/RMV2CXC1V5IA

### A.1 Tender Schedule

Bid Submission Start Date : **19-08-2024 17:00**

Bid Clarification Due Date : **28-08-2024 17:00**

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

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

Price Bid Opening Date : **16-09-2024 14:00**

## B. Tender Attachments

NA

### Instructions To Vendors

#### 1. STANDARD TERMS & CONDITIONS

1. Tele No.08623-225174/226377

Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, manas@shar.gov.in, anilhr@shar.gov.in

##### 1. Instruction to Indigenous Suppliers:

a) Payment Terms shall be as specified in RFP. If not specifically mentioned Our Normal payment term is 100% within 30 days after receipt and acceptance of the item at our site. Please confirm acceptance in your quotation.

b) GST/IGST: Please specify GST percentage, if any, in your offer. Please mention HSN/SAC code in your offer and Our GST No. is. 37AAAGS1366J1Z1.

##### c) Purchase / Price preference to MSEs

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 up to 25% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

Micro & Small Enterprises which have technical capability to deliver the goods & Services as per prescribed technical & quality specifications and may not be able to meet the qualification criterion relating to prior experience-prior turnover may be relaxed as per guidelines issued by Ministry of MSMEs & as amended from time to time.

Interested vendors shall specifically claim the benefit with supporting documents.

##### d) Purchase / Price preference to Make-in-India Products:

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of

the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs. 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in-India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

## 2. Instruction to Foreign Suppliers:

- a) Payment Terms shall be as specified in RFP. If not specifically mentioned 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) Please specify whether any export clearance is required in case of an order on you.
- 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 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.
- e) 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)
- f) Either Indian Agent on behalf of the foreign principals 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.
- g) In case the quote is in INR we prefer to execute the same on HSS Basis and for which Concessional Customs duty as per Notification no.50/2017 Customs dated 30.06.2017, Serial No.539(A) as amended by Notification no.05/2018 dated 25.01.2018. In case the quote is on Indian Rupee (Outside High Sea Sale), the price shall include taxes and duties if any. We shall not be able to provide any duty or IGST tax exemption/concession certificates. If the item quote is of USA make, please quote for all-inclusive price since we prefer to get the item on FOR destination basis.
- h) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the above OM is applicable for this tender.

Common terms to Indigenous and foreign suppliers:

### 3.Warranty

You shall provide applicable warranty for the items offered by you without fail. For the applicable period you shall provide necessary warranty certificate.

### 4.Performance Bank Guarantee

Towards the performance of the systems during the warranty period you shall submit a performance bank guarantee equivalent to 3% of the order value to cover the warranty period. This PBG shall be interest free and the same shall be returned to you on successful completion of all contractual obligations. The said PBG shall have a further claim period of 2 months.

### 5.Security Deposit

On acceptance of the order, you shall submit an interest free amount equivalent to 3% of the total contract/order value towards security deposit. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Bank Guarantee/Demand Draft/FDR receipts duly endorsed in the name of the centre. The Security Deposit will be returned to you on successful completion of the Contractual obligations; failing which it shall be forfeited/adjusted.

6.Offer Validity : - In case of single part tender - the validity of offers/tenders should be 90 days. In case of two part tender - 120 days from the date of opening of Part-I bid and 60 days from the date of opening of Part-II bid. Tenders shorter than offer validity mentioned above will not be considered for evaluation.

### 7.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.

### FORCE MAJEURE:

Should a part or whole work covered under this contract be delayed in delivery/completion of work due to reasons of Force majeure which shall include legal lockouts, strikes, riots, civil commotion, fire, accidents, quarantines, epidemic, acts of God & War, stoppage of deliveries by the Government , freight embargoes etc; the delivery period/completion of work referred to in this Contract shall be extended by a period not in excess of duration of such Force Majeure. The occurrence shall be notified by either party within reasonable time.

8.Offers received through post, courier, fax or email will not be considered.

9. Technical and commercial bid (Part-I) shall not contain any price details. Optional accessories or other price details, if any shall be uploaded in Supporting documents related to Price Bid, to be opened along with Price Bid.

10. In respect of FIM being issued, the fabricator shall submit Bank Guarantee for equivalent sum compulsorily. In case, submission of Bank Guarantee is not possible, the reasons there for shall be clearly mentioned. However, for such cases the fabricators at their cost shall secure such FIM through

Insurance Policy with Director, SDSC SHAR as beneficiary. In case of PSU and Government Organization, Indemnity Bond in lieu of Bank Guarantee is acceptable. Balance FIM/Scrap, if any shall be returned along with the supply of the items. Please confirm acceptance in your quotation.

11. SDSC SHAR shall have the right to place part order among the parties for the items for which they are the lowest.

12. Arbitration:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

## 2. General Instructions to Vendor

### 1. Instructions to tenderers

TeleNo.08623-225174/226377

Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, nair\_binu@shar.gov.in, akdas@shar.gov.in

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

2. TENDER FEE IS NOT APPLICABLE.

3. EARNEST MONEY DEPOSIT IS NOT APPLICABLE IF NOT MENTIONED IN THE RFP SPECIFICATION.

4. Indian agents while quoting on behalf of their principals are requested to attach Principals original quote, necessary authorization letter from their Principals, copy of agency agreement etc. in their bid.

5. TWO PART BIDS: In case of Two part tender, price details shall not be uploaded in the Technical & Commercial Bids (Part I), failing to which the bid will be treated as INVALID.

6. VALIDITY OF OFFER: - In case of single part tender - the validity of offers/tenders should be 90 days. In case of two part tender - 120 days from the date of opening of Part-I bid and 60 days from the date of opening of Part-II bid. Tenders shorter than offer validity mentioned above will not be considered for evaluation.

7. Due date & time: Sufficient time has been allotted for Bid submission. Vendors are requested to complete Bid submission well in advance. Last minute requests for due date extension citing server problems etc. will not be entertained. Bids will not be entertained after the due date and time.

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

8.

(a) Bid Opening for Public Tender: In case of Public Tender-Two Part Tenders: Technical and Commercial Bids will be opened on the first day specified for Tender opening. Interested vendors can attend the tender opening session to know the bidding details (Bidders presence is not mandatory to consider the quote for evaluation). Price Bid opening of the selected vendors will be scheduled later and it will be intimated to the selected Bidder (s).

(b) For Limited Tender: Bidders participation is not allowed.

9. Prices are required to be quoted according to the units indicated.

10. Preference will be given to those tenderers offering supplies from ready stocks and on the basis of FOR destination delivery at site.

11. (a) All available technical literature, catalogues and other data in support of the specifications and detail of the items should be furnished as attachments.

(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.

(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensions details are available the same should be indicated in your offer.

(d) Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in their quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples wherever necessary. Test certificates wherever necessary should be attached. Whenever options are called for in our specifications, the tenderer should address all such options. Wherever specifically

mentioned by us the tenderer could suggest changes to specifications with appropriate response for the same.

12. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of quantity offered and the tenderers shall supply the same at the rates quoted.

13. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.

14. The tenderer will be required to furnish a document containing the name of his bankers as well as the latest income-tax clearance certificate duly counter signed by the Income-tax Officer of the Circle concerned under the Seal of his office, if required by the Purchaser.

15. The Purchaser reserves the right to place order on the successful tenderers for additional quantity up to 25% of the quantity offered by them at the rates quoted.

16. Sr. Head, Purchase and Stores, SDSC SHAR SRIHARIKOTA reserves the right to accept or reject any bid in part or full without assigning any reason thereof.

17. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the above OM is applicable for this tender.

18. Micro and Small Enterprises [MSEs]

a). In order to avail the benefits extended by Government of India to the Micro and Small Enterprises [MSEs] in respect of Goods and Services as per provision of the policy, MSEs registered with District Industries Centre [DIC] or Khadi and Village Industries Commission [KVIC] or Khadi and Village 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 have to submit a copy of Valid Certificate with self-attestation along with the Technocommercial bid. No Certificate claiming exemption will be entertained after Tender due date.

b). MSEs are entitled for [i] issue of Tender documents Free of Cost [ii] Exemption of Earnest Money Deposit [EMD]. However, Performance Security is mandatory for Goods and Services.

c). If the Tenderer[s] is/are SC/ST/Woman entrepreneur owned MSEs, specific mention for the same should be there in the valid certificate submitted by the tenderer.

d). Tenderers claiming MSME benefit shall furnish copy of UAM No. as uploaded on CPP portal to avail benefit.



## 19. Public Procurement [Preference to Make in India]:

Public Procurement (Preference to Make in India) order 2017- revision issued by Government of India, Department of Promotion of Industry and Internal Trade [DPIIT] Public Procurement [preference to Make in India] vide Order No P-45021/2/2017-PP(BE II) dated 16/09/2020 or as amended thereafter. The Tenders submitted are subjected these orders.

Bidders are required to submit necessary certificates & documents as detailed in the above referred GOI Order in support of their claim to avail benefit against this order. The bidders who claim Purchase Preference under Make in India Policy shall fulfill all requirements of tender document applicable for Indigenous Manufacturer. FAILURE TO SUBMIT THE REQUIRED DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.

Local Content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Local Supplier: Class-I Local Supplier means a supplier whose product offered for procurement has local content equal to or more than 50%. Class-II Local Supplier means a supplier whose product offered for procurement has local content more than 20% but less than 50%. Non-Local Supplier means a supplier whose product

Margin of Purchase Preference: For being eligible for purchase preference under this clause, the Margin of purchase preference shall be 20% (i.e. L1 + 20% band). Preference: Purchase Preference shall be given to Class-I Local Supplier only in the manner specified here under:

(a) In the procurement of Goods which are divisible in nature:

i. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier(s) quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder

(b) In the procurement of Goods which are not divisible in nature:

i. If L1 is Class-I local supplier, the contract for full quantity will be awarded to L1

ii. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to the Class-I local supplier(s) quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible Class-I local supplier fails to match the L1, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder

(c) Class-II local supplier will not get purchase preference

Verification of local content:

i. The Class-I local supplier / Class-II local supplier at the time of bidding shall be required to indicate percentage of Local Content and provide self-certification that the items offered meet the local content required for Class-I local supplier/ Class-II local supplier and shall give the details of the location(s) at which the local value addition is made .

ii. False declarations will attract banning of business of the bidder or its successor(s) for a minimum period of three years along with any other penal action as may be deemed fit including rejection of the offer, forfeiture of all dues including EMD/ Security Deposit / banning of the firm.

iii. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference for procurement for the duration of debarment. It will be the bidders responsibility to provide self-certification, clearly stating that the bidder is not serving debarment from any procuring entity for the tendered item at the time of tendering.

### 3. Additional Instructions to tenderers

1. This requirement can be quoted only through online e-procurement mode using ISRO portal <https://eproc.isro.gov.in>. No manual tender will be considered.

2. 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.

3. Tender fee is not applicable.

4. Our Tender Enquiry contains technical requirements and specification. The detailed technical specification of your offer along with price details shall be provided.

5. The quote should indicate quantity wise unit rate separately which have to be filled online. The

- Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.
6. Bidders are expected to comply with the technical and 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.
  7. 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.
  8. The Technical Specification / Drawing / Product Catalogues / Works carried by vendor / Make offered etc. as a single PDF file has to be uploaded online mode by the vendor.
  9. Original Equipment Manufacturer (OEM) or their representative can submit bid. Indian agents while quoting on behalf of their principals are requested to attach necessary authorization letter from their Principals in their bid.
  10. Instructions on Indian Agent (if any):- Bidders are required to provide the following information in respect of their authorised Indian Agent, if any, alongwith technical bid as the same is mandatory as is required for consideration of the bid. Name, Address, Telephone no., fax no., email of the Indian Agent including the contact person.
  11. A letter from the OEM in the current date certifying that the said Indian Agent is their authorized 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.
  12. The offer should be valid for a minimum period of 90 days from the date of tender opening.
  13. Due date & time: Sufficient time has been allotted for Bid submission. Vendors are requested to complete Bid submission well in advance. Last minute requests for due date extension citing server problems etc. will not be entertained. Bids will not be entertained after the due date and time.
  15. The vendors may contact 0471 2565454/4574/2527/3753/3289 or eproc@vssc.gov.in for any technical assistance in bid submission.
  16. Once the offer is submitted in on line mode by the vendor and Bid Sealing is done by SDSC SHAR, vendor will not be able to provide revised offer.
  17. Request for the extension of the due date will not be considered.
  18. Tender which is not prepared in terms of these instructions are liable to be rejected.
  19. SDSC SHAR reserves the right to change any milestone date of the tendering activity.
  20. SDSC SHAR reserves the right to verify all claims made by the bidder.
  21. Tender Opening: Tenders will be opened on the specified day mentioned in the schedule.
  22. Tenderers cannot participate in tender opening.
  23. SDSC SHAR, SRIHARIKOTA reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

## C. Bid Templates

### C.1 Technical Bid - Asbestos Powder

#### 1. ASBESTOS POWDER

Document : Specification, Terms and Condition

#### Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Appearance	Light to dark beige/ brown coloured, high fluffy fibrous material with no stones/ sand	Yes / No / Explain		
2	Silica Content (w/w) %	40 to 50	Yes / No / Explain		
3	Specific Gravity at 30C	2.4 to 3.0	Yes / No / Explain		
4	Loss on Drying at 800C (w/w) %	Max. 20	Yes / No / Explain		
5	Volatile Matter at 105C for 2 hrs (w/w) %	Max. 2.0	Yes / No / Explain		
6	Particle Size distribution  >105 µm  < 45 µm	45 – 65% (>105 µm) Max. 25% (< 45 µm)	Yes / No / Explain		

#### 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	Bidder shall agree to terms and conditions, Material specification provided.	Yes / No / Explain	
2	Compliance to the SCOPE OF SUPPLY and TERMS & CONDITIONS as per Annexure shall be confirmed.	Yes / No / Explain	
3	<p>GST AND OTHER COSTS: As per the Notification No. 6/2018-Central Tax (Rate) dt:25.01.2018 A(ix) S.No.243A as amended by Notification No.25/2018-Integrated Tax (Rate) Dt: 31.12.2018 b(viii) S.No.243B issued by Ministry of Finance (Dept. of Revenue), SDSC SHAR is eligible to avail IGST @5% for the procurements related to 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.</p> <p>Accordingly, End User Certificate shall be issued. Please confirm your acceptance to IGST@5%.</p>	Yes / No / Explain	
4	DELIVERY TERM: FOR - SRIHARIKOTA	Yes / No / Explain	
5	DELIVERY PERIOD: Please indicate acceptance for delivering the items at our site in 2-3 lots within 12 months from the date of PO (as per Clause 4, 5 of T&C).	Yes / No / Explain	
6	PAYMENT TERM: 100% payment will be made through PFMS within 30 days of receipt and acceptance of the ordered items at our site in good condition.	Yes / No / Explain	
7	LIQUIDATED DAMAGES (LD): In case of delay in completion of total scope of work beyond the stipulated delivery period, Liquidated Damages will be levied @ 0.5% of the PO value per week or part of on undelivered portion as pre-estimated damages subject to a maximum of 10% of the Order value.	Yes / No / Explain	

8	<p>SECURITY DEPOSIT: If Order value exceeds Rs. 5 Lakhs, Security Deposit shall be submitted at 3% (or as notified by Govt. Of India/ISRO from time to time) of the value of the Purchase Order as per the format issued by the purchaser for satisfactory execution of the Purchase Order/Contract. Security Deposit may be furnished in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial Bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial bank executed on Rs.100/- non-judicial stamp paper or online payment in an acceptable form within 10 days of receipt of Purchase Order and shall be valid for a period of sixty days beyond the date for completion of the Purchase Order/Contract. The bank guarantee or fixed deposit receipt submitted by the tenderer/Contractor shall be verified immediately from the issuing bank. In case the vendor fails to furnish the security deposit within the specified date, the Purchase Order/Contract shall be cancelled, and the EMD, if any, made earlier shall be forfeited.</p>	Yes / No / Explain	
9	<p>Sample shall be provided as per Clause 2 and 3 of T&amp;C.</p>	Yes / No / Explain	
10	<p>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 transport worthy pack.</p>	Yes / No / Explain	
11	<p>Compliance to the Technical specifications shall be mentioned.</p>	Yes / No / Explain	

12	<p>Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 plus 15% (Selected by Buyer) of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY. Please specify whether you belong to MSE or not. If YES, supporting documents shall be uploaded.</p>	Yes / No / Explain	
13	<p>Make-In-India (MII) Clause: For this procurement, provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce &amp; Industries vide letter No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 &amp; directives related shall be followed. Accordingly, you are requested to indicate the percentage of local content in the material, clearly mentioning the details of location(s) at which value addition is made in line with clause 9 to O.M dated 16.09.2020 referred above. It may be noted that Local Content shall not include services such as Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.</p>	Yes / No / Explain	

14	<p>The bidder shall provide compliance to Order No. F.No.6/18/2019 PPD dated 23.07.2020 and amendments thereof by Ministry of Finance, Department of Expenditure, Public Procurement Division regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order. In this regard, you shall certify that the bidder entity is not from such a country or, is from such a country, has been registered with the Competent Authority.</p>	Yes / No / Explain	
15	<p>Do you have Unique GeM Seller ID? If YES, provide details. If NO, As per Office Memorandum No 6/9/2020-PPD dated 24/08/2020 of Department of Expenditure, it is mandatory for sellers providing Goods and Services to Central Government Organizations to be registered on GeM and obtain a Unique GeM Seller ID, at the time of Placement of Order/acceptance of contract. Tenderer shall ensure the same.</p>	Yes / No / Explain	
16	<p><b>FORCE MAJEURE:</b> If at any time during the continuance of the order the performance in whole or part by either party of any obligation under this order shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, lightening, epidemic, quarantine restrictions, strikes, go-slow, lockout or acts of God, notice of which is given either party to the other within 21 days from the date of occurrence thereof, neither party shall be reasons of such eventually be entitled to terminate this order nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.</p>	Yes / No / Explain	



17	<p>ARBITRATION:- The Contract shall be interpreted, construed and governed by the Laws in India. In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Work Package Order(s), such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Office of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre - Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.</p>	Yes / No / Explain	
18	<p>Vendors may note the Guidelines on Debarment of Firms vide O.M No. F.1/20/2018-PPD dated 02.11.2021 in line with rule no.151 &amp; 175 (Code of Integrity) of GFR (General Financial Rules)</p>	Yes / No / Explain	
19	<p>Please furnish details of the Person to contact, i.e. valid E-mail id, Mobile no/ Landline no. etc. for further communication.</p>	Yes / No / Explain	
20	<p>PART ORDER: We reserve the right to place part order based on item wise L1 offer, if required. Please confirm acceptance for part order.</p>	Yes / No / Explain	
21	<p>Please send your queries through clarification provision. However, bidder may also send a copy to anilhr@shar.gov.in duly quoting tender number. Contact No.08623-22-6377.</p>	Yes / No / Explain	

22	Remarks, if any	Yes / No / Explain	
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### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	ASBESTOS POWDER	10000.00 KG		-		

### Common charges (Applicable for all items)

Additional Charges, if any (P&F, Freight etc.)	
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