

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
VIKRAM SARABHAI SPACE CENTRE (VSSC)
THIRUVANANTHAPURAM**

Tender for Supply and installation of the instrument for aerosol black carbon and spectral absorption measurements

Bids to be submitted online

Tender No.: VSSC/PURCHASE UNIT II (AVN)/VS202200351501 dated 12-10-2022

A. Tender Details

Tender No : **VSSC/PURCHASE UNIT II (AVN)/VS202200351501**

Tender Date : **12-10-2022**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT II (AVN)**

Centre : **VIKRAM SARABHAI SPACE CENTRE (VSSC)**

Tender for Supply and installation of the instrument for aerosol black carbon and spectral absorption measurements

Tender for Supply and installation of the instrument for aerosol black carbon and spectral absorption measurements

A.1 Tender Schedule

Bid Submission Start Date : **12-10-2022 15:00**

Bid Clarification Due Date : **21-10-2022 11:00**

Bid Submission Due Date : **14-11-2022 14:00**

Bid Opening Date : **14-11-2022 15:00**

Price Bid Opening Date : **28-11-2022 11:00**

B. Tender Attachments

NA

Instructions To Vendors

1. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority.

Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

2. Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.

3.
Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of order.

2. INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER for imported stores items

1. 14. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.

15. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.

16. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

II. TERMS AND CONDITIONS

1. DEFINITIONS:

a) The term 'Purchaser' shall mean the President of India or his successors or assignees.

b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the Contract.

c)The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.

d)The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

2. PRICES:

Tenders offering firm prices will be preferred. Where a price variation clause insisted upon by tenderer, quotations 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.

3. TERMS OF PAYMENT:

3.1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

3.2 The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents:

a) Original Bill of Lading / Airway Bill

b) Commercially certified invoices 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.

c) Packing List showing individual dimensions and weight of packages.

d) Country of Origin Certificate in duplicate.

e) Test Certificate.

f) 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.

g) Warrantee and guarantee Certificate/s vide Clause 20 herein below

4. IMPORTANT LICENCE:

Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide para 3.2

5. DEMURRAGE:

2. 22. PACKING:

a) 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 road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.

b) 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) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.

- d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.

- e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.

- f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments:

- a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)

 - b) Invoice (3 copies)

 - c) Packing List (3 copies)

 - d) Test Certificate (3 copies)

 - e) Certificate of Origin.

The Contractor shall also ensure that one copy of the packing list is enclosed in each case.

23. ARBITRATION:

If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

24. 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.

25. 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, copyright 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 designer Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from

3. 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.

15. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of stores.

15.1 If this Contract is terminated as provided in Clause 14 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

a) Any completed stores.

b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

15.2 In the event the Purchaser does not terminate the Contract as provided in Clause 14, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay

as set out in Clause 19 until the stores are accepted.

16. REPLACEMENT:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17. REJECTION :

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either –

a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or

b) terminate the Contract for default as provided under clause 14 above, or

c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

18. 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 restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after

4. I. INSTRUCTIONS TO TENDERERS

1.The Tenderers should submit quotations in duplicate in a sealed envelope, super scribing the Tender No. and due date of opening and complete in all respects with technical specifications, including pamphlets and catalogues.

2.A Proforma Invoice may also be given which should contain the following information:

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

b)Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent 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 immediately after Customs clearance of the goods in India.

c)The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.

d)The earliest delivery period and country of origin of the Stores.

e)Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.

f)The approximate net and gross weight and dimensions of packages /cases.

g)Recommended spares for satisfactory operation for a minimum period of one year.

h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.

3.The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.

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

5.Samples, if called for, should be sent free of all charges.

6.Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.

7.Offer made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.

8.The details of Import Licence will be furnished in the Purchase Order.

9.The authority of person signing the tender, if called for, shall be produced.

10.Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only.

11.The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.

12.It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.

13.a) Part shipment is not allowed unless specifically agreed to by us.

b) As far as possible stores should be despatched by Indian Flag Vessels /Air India through any Agency nominated by us.

5. Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.

6. ADDRESS OF INDIAN AGENTS:

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7. GUARANTEED TIME DELIVERY:

The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

8. INSPECTION AND ACCEPTANCE TEST:

8.1 The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

8.2 For tests on the premises of the Contractor or of any of his sub- Contractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchaser's representative to carry out the tests efficiently.

8.3 When the stores have passed the specified test, the purchaser's representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.

9. MODE OF DESPATCH:

Generally, stores should be despatched through Indian Flagged Vessel / AirIndia or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.

10. PORT OF ENTRY:

Thiruvananthapuram/Chennai/Mumbai/Hyderabad/Bangalore/.....

11. CONSIGNEE:

Purchase & Stores Officer, Stores, _____,

12. SHIPPING MARKS.

The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follow:

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

(name of the Centre/Unit)

Destination: & Port of Entry:

13. INSURANCE OF THE STORES:

The necessity or otherwise of insurance will be as indicated in the Purchase Order.

14. CONTRACTOR'S DEFAULT LIABILITY:

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

6. verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

19. DELAY IN COMPLETION / LIQUIDATED DAMAGES:

If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

20. 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 after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, 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 parts thereof are faulty.

c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals 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 defects 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) To fulfil guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10% 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.

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

h) Even while the 12 months guarantee applies to all stores, in case where greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

21 REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:

The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

7. whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the Contract.

26. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

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

27. SECURITY INTEREST:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

28. BANK CHARGES:

While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

29. TRAINING:

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

30. APPLICABLE LAW:

The Contract shall be interpreted, construed and governed by the laws of India.

3. PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS AND CONDITIONS OF TENDER

1. a All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

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 nonacceptance 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 dimensional details are available the same should also be indicated in your offer.

d Specifications Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make and Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been 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.

2. a All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

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 nonacceptance 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 dimensional details are available the same should also be indicated in your offer.

d Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make or Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been 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.

3. ACCEPTANCE OF STORES

a The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractors own risk, expense and cost.

b It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

c If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and

binding on the Contractor.

d If the whole or any part of the stores supplied are rejected in accordance with Clause No. c above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

5. a Your offer should be valid for 90 days from the date of opening of the tender.

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

6. c The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

7. DESPATCH 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 or 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.

8. GUARANTEE AND 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 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 any other period or as to whether the nature of defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- f To fulfill guarantee conditions outlined in a to e above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee as prescribed by the Purchaser

9. PACKING FORWARDING AND INSURANCE The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air 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. 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.

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

11. **PRICES** Tender 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.

12. REJECTED STORES

Rejected stores will remain at destination at the Contractors risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractors address at the Contractors entire risk and expense, freight being payable by the Contractor at actuals.

13. Sales Tax and or other duties or levies legally leviable and intended to be claimed should be mentioned in the price bid template. If nothing is mentioned, then it will be presumed that the rate quoted is inclusive of all taxes and duties.

14. **SECURITY DEPOSIT** Wherever, the Purchase Order value is Rs. 5.00 Lakhs or more, on acceptance of the tender, 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 three 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 repurchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause ii and iii of clause regarding Delivery. b hereof and or to recover from the Contractor, damages arising from such cancellation.

15. TERMS AND CONDITIONS OF TENDER

16. TEST CERTIFICATE Wherever required, test certificates should be sent along with the despatch documents.

17. The authority of the person signing the tender, if called for, should be produced.

18. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25percent of the quantity offered by them at the rates quoted.

19. 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 portions of the quantity offered and the tenderers shall supply the same at the rates quoted.

20. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income Tax clearance certificate duly countersigned by the Income Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.

21. The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of Stores is placed and shall be deemed to include the Contractors successors, representative, heirs, executors and administrators unless excluded by the Contract.

22. The term Purchaser shall mean the President of India or his successors or assigns.

23. The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.

4. Liquidated Damages : The Delivery Date mentioning in the Contract or Order will be the essence of the Contract. You shall strictly adhere to the delivery schedule mentioned in your quotation. Please confirm acceptance of LD clause and that you will strictly adhere to the delivery schedule.

5. Arbitration: In the event of any disputes, differences or claims arising out of or relating to the interpretation and application of the Contract, such disputes or differences or claims 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 disputes, then the unresolved disputes or differences or claims 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 Amendment Act 2015 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.

6. Force Majeure : Neither the Purchaser nor the Contractor shall be considered default of the performance of their obligations under this contract if such performance is prevented or delayed for any causes beyond the reasonable control of the parties to the contract affected, such as Acts of God, war, riots, civil commotion, illegal strikes, legal lockouts, 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 contract is thereby 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 conditions.

C. Bid Templates

C.1 Technical Bid - Supply and installation of the instrument for aerosol black carbon and spectral absorption measurements

1. Aerosol black carbon spectral absorption measurement Instrument and spares :Supply and installation of the instrument for aerosol black carbon and spectral absorption measurements

Item specifications for Aerosol black carbon spectral absorption measurement Instrument and spares

| SI No | Specification | Value | Compliance | Offered Specification | Remark |
|-------|--------------------------|---|--------------------|-----------------------|--------|
| 1 | Technique: | Optical attenuation | Yes / No / Explain | | |
| 2 | No. of channels: | Seven | Yes / No / Explain | | |
| 3 | Wavelengths: | 370, 470, 520, 590, 660, 880 and 950 nm; (all with +/- 10 nm) | Yes / No / Explain | | |
| 4 | Detection Limit | 10 ng/m ³ or lower at 1 hour sampling interval | Yes / No / Explain | | |
| 5 | Time Resolution: | 1 sec to 1 hour (should be user selectable) | Yes / No / Explain | | |
| 6 | Mass resolution: | 0.001 microg/m ³ or 1 ng/m ³ at 1 min at 5 LPM (should have user definable display units). | Yes / No / Explain | | |
| 7 | Sample collection media: | Filter tapes made up of quartz fibre/standard Emfab filter tapes (Borosilicate glass microfibers reinforced with woven glass cloth and bonded with PTFE)/Teflon coated glass fibre or equivalent. | Yes / No / Explain | | |

| | | | | | |
|----|-----------------------|---|--------------------|--|--|
| 8 | Flow Rate: | Internal pump with flow range 2 to 5 LPM (user selectable); flow rate should be monitored by mass flow meter and stabilized by closed-loop control. | Yes / No / Explain | | |
| 9 | Data Output: | Digital data via RS-232 (or) Ethernet (or) TCP/IP (or) USB ports. | Yes / No / Explain | | |
| 10 | Data Storage: | Data should be written into internal memory after every time-base period. Sufficient memory should be provided for storage of data up to 1 year collected at highest time resolution. | Yes / No / Explain | | |
| 11 | Display: | Real time display & Interface with status indicator | Yes / No / Explain | | |
| 12 | Power Supply: | 230 VAC, 50 Hz | Yes / No / Explain | | |
| 13 | Operating conditions: | 15-40 Deg C; and 0-90% RH noncondensing. | Yes / No / Explain | | |
| 14 | Warranty: | Standard warranty of 1 year | Yes / No / Explain | | |
| 15 | Installation | Installation and demonstration at our site. | Yes / No / Explain | | |
| 16 | Post-warranty AMC | The party should provide the quote for non-comprehensive AMC for 4 years period post warranty. | Yes / No / Explain | | |

2. Aerosol black carbon spectral absorption measurement Instrument and spares : Supply and installation of the essential accessories (Membrane dryer setup) for the instrument for aerosol black carbon and spectral absorption measurements

Item specifications for Aerosol black carbon spectral absorption measurement Instrument and spares

| Sl No | Specification | Value | Compliance | Offered Specification | Remark |
|-------|---------------|-------|------------|-----------------------|--------|
|-------|---------------|-------|------------|-----------------------|--------|

| | | | | | |
|---|----------------------|---|--------------------|--|--|
| 1 | Membrane dryer setup | Nafion membrane dryer for aerosol sample stream with (a) 3/8" or 1/4" tube fittings, (b) input and output relative humidity display system (DC powered with AC 230 VAC, 50 Hz plug adopter or with AC power 230 VAC, 50 Hz), and (c) external pump at 230 VAC, 50 Hz suitable for the above instrument (Qty. 1 no.) should be supplied with each set. | Yes / No / Explain | | |
| 2 | Warranty | 1 year standard warranty for the setup | Yes / No / Explain | | |

**3. Aerosol black carbon spectral absorption measurement Instrument and spares :
Supply of the essential spares for the instrument for aerosol black carbon and spectral absorption measurements**

Item specifications for Aerosol black carbon spectral absorption measurement Instrument and spares

| SI No | Specification | Value | Compliance | Offered Specification | Remark |
|-------|---|--|--------------------|-----------------------|--------|
| 1 | Tool kit for the maintenance | Tool kit for the maintenance should be enclosed with the main instrument for each set. | Yes / No / Explain | | |
| 2 | Sample inlet conductive tube 3/8" or 1/4" OD size (10 meters length) (Qty. 1 no.) should be supplied with each set. | | - | | |
| 3 | Size-selective inlet (impactor/cyclone) with cut point of 1 µm at a flow rate of 5 LPM (Qty. 1 no.) with suitable adaptor for 3/8" or 1/4" tubing should be supplied with each set. | | - | | |

| | | | | | |
|---|--|--|---|--|--|
| 4 | Insect and water trap (for 3/8" or 1/4" tubing) should be included (Qty. 2 no.s) should be supplied with each set. | | - | | |
| 5 | Additional filter tapes suitable for the above instrument (Qty. 6 no.s) should be supplied with each set. | | - | | |
| 6 | Bypass filter cartridge suitable for the above instrument (Qty: 4 no.s) should be supplied with each set. | | - | | |
| 7 | Suitable hard carrying case for the above instrument (Qty. 1 no.) should be supplied with each set. | | - | | |

Supporting Documents required from Vendor

1. Details of scientific/ technical peer reviewed publications from the quoted main equipment should be provided along with the quote

2. Detailed brochure/manual should be supplied along with the quote

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

| Sl. No. | Description | Compliance | Vendor Terms |
|---------|--|--------------------|--------------|
| 1 | Supply, Installation and demonstration at our site. | Yes / No / Explain | |
| 2 | I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. | Yes / No / Explain | |
| 3 | P & F charges, if any, please mention percentage. | Yes / No / Explain | |
| 4 | Installation Charges, if any | Yes / No / Explain | |
| 5 | Freight charges, if any. If yes, please mention the percentage | Yes / No / Explain | |
| 6 | PO ordering address in full with Contact Persons Name, E-mail id, Phone No. [also attach your Quotation in PDF format without prices details]. | Yes / No / Explain | |
| 7 | You should update the address of your Principle/ agent [if applicable] in the new E procurement portal immediately. | Yes / No / Explain | |
| 8 | Taxes and other costs, if any. [Please Specify the rates]. Note: All Tax invoices issued by Suppliers/ Service Providers on or after July 01, 2017 shall invariably bear their GST registration number (GSTIN) and the applicable GST rates. In the absence of which, the invoices shall not be processed for payment. | Yes / No / Explain | |
| 9 | Warranty [Minimum One year required] | Yes / No / Explain | |
| 10 | Delivery Terms [Normal delivery terms - FOR Destination (for Indigenous cases) & FOB/ FCA or Ex-works (for Import cases). | Yes / No / Explain | |
| 11 | Delivery Period [Please Specify the period, LD Clause applicable] | Yes / No / Explain | |

| | | | |
|----|--|--------------------|--|
| 12 | Payment [Within 30 days after receipt and acceptance for indigenous/ Sight Draft for import cases]. | Yes / No / Explain | |
| 13 | Quote Validity: Minimum 180 days [for Two Part Tender] from the date of Tender opening. | Yes / No / Explain | |
| 14 | 3% Performance Bank Guarantee valid two months beyond warranty period to be provided. | Yes / No / Explain | |
| 15 | Liquidated Damages @ 0.5% per week subject to maximum of 10% of order value is applicable beyond the promised delivery schedule. | Yes / No / Explain | |
| 16 | This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid. Uploading price details anywhere else other than the price-bid shall lead to unconditional rejection of the tender. Please make note of the same. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC in technical & Commercial bid. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate breakup of components of main equipment, individual accessories and spares as desired. | Yes / No / Explain | |
| 17 | The vendor 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 | Yes / No / Explain | |
| 18 | The Technical Specification/ Drawing/ Product Catalogues/ Works Carried by vendor/ Make offered etc. as a single PDF file without any financial details has to be uploaded online mode by the vendor. | Yes / No / Explain | |

| | | | |
|----|---|--------------------|--|
| 19 | Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage. | Yes / No / Explain | |
| 20 | If any of the bidders submit any forged or false documents along with the Tender, such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders. | Yes / No / Explain | |
| 21 | Any other terms. | Yes / No / Explain | |
| 22 | Security Deposit: Successful Tenderer shall submit Security Deposit equivalent to 3% of the order value valid for a period of 60 days beyond the date for completion of the Purchase Order shall be furnished. 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 or Fixed Deposit receipts from Nationalised/Scheduled Banks. | Yes / No / Explain | |

C.3 Price Bid

| Sl. No. | Item | Quantity | Unit Price | Currency | Total Price | Remark |
|---------|---|-----------|------------|----------|-------------|--------|
| 1 | Aerosol black carbon spectral absorption measurement Instrument and spares :Supply and installation of the instrument for aerosol black carbon and spectral absorption measurements | 2.00 Nos. | | - | | |

| | | | | | | |
|---|---|-----------|--|---|--|--|
| 2 | Aerosol black carbon spectral absorption measurement Instrument and spares : Supply and installation of the essential accessories (Membrane dryer setup) for the instrument for aerosol black carbon and spectral absorption measurements | 2.00 Sets | | - | | |
| 3 | Aerosol black carbon spectral absorption measurement Instrument and spares : Supply of the essential spares for the instrument for aerosol black carbon and spectral absorption measurements | 2.00 Sets | | - | | |

Common charges (Applicable for all items)

| | |
|---------------------|--|
| Customs Duty | |
| IGST | |