

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

## **Tender for C-Band Waveguide L-Style & U-Style Rotary Joint**

**Bids to be submitted online**

**Tender No.: VSSC/PURCHASE UNIT-IV (MVIT)/VS202400340801 dated 12-11-2024**

## A. Tender Details

Tender No :	<b>VSSC/PURCHASE UNIT-IV (MVIT)/VS202400340801</b>
Tender Date :	<b>12-11-2024</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>PURCHASE UNIT-IV (MVIT)</b>
Centre :	<b>VIKRAM SARABHAI SPACE CENTRE (VSSC)</b>

## C-Band Waveguide L-Style & U-Style Rotary Joint

This is a two-part tender, Technical & Commercial part (Part I) and Price Part (Part II) shall be submitted separately. The tenderers should not attach any documents containing Price information along with Technical & Commercial Bid (Part I). We do not open PART II (Price Bid), if PART-I (Technical & Commercial offer) does not meet with our technical specification requirements.

Please go through the tender enquiry specification before quoting.

Offers in which Techno-Commercial bid having any price indication will be summarily rejected.

Please quote as per the following terms and conditions before the due date. Clarifications, if any shall be sought before the clarification date mentioned below. Last minute clarification on tender/extension of due date of tender will not be entertained.

Quotation/Open Authorization shall be submitted online [only] complying the specified schedule with technical specifications, including datasheets, pamphlets, catalogues etc.

If a vendor is not able to submit bid against this tender due to any reason, such vendor is requested to post their REGRET message in the e-procurement portal with clear reasons or email to [spso\\_mvit\\_pur@vssc.gov.in](mailto:spso_mvit_pur@vssc.gov.in). Non-submission of bids without regrets will be viewed seriously.

### A.1 Tender Schedule

Bid Submission Start Date :	<b>12-11-2024 12:00</b>
Bid Clarification Due Date :	<b>26-11-2024 14:00</b>
Bid Submission Due Date :	<b>12-12-2024 14:00</b>
Bid Opening Date :	<b>12-12-2024 14:15</b>

Price Bid Opening Date :

**19-12-2024 14:00**

## B. Tender Attachments

NA

### Instructions To Vendors

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

##### 1. 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. Offers 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.
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 is insisted upon by a 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 undermentioned 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 hereinbelow

#### 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:

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:

#### 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 subcontractors, 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 / Air India 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:

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 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 (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. 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 a 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 REQUIREMENTS 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.

#### 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 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.

**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.

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**2. 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.

3. 1.Security Deposit (SD): SD will be applicable if the Purchase Order value is above Rs 5 lakhs. SD at the rate of 3 per cent of order value to be submitted in the form of Bank Guarantee valid till successful completion of PO or Contract if awarded.

2.Warranty / Guarantee & replacement: Our requirement of warranty / Guarantee is as given in the Commercial conditions for this tender.

3.Performance Bank Guarantee (PBG): PBG @ 3% of order value to be submitted in the form of Bank Guarantee from a Scheduled Bank, valid till successful completion of all contractual obligations, including the warranty period, in case PO/Contract is awarded. Or In lieu of PBG,3% of the PO value shall be withheld towards security for the warranty period

4.Consolidated SD cum PBG: If both SD and PBG are applicable, a Consolidated SD cum PBG for 3% order value can be submitted in the form of Bank Guarantee from a Scheduled Bank, valid till successful completion of all contractual obligations, including the warranty period

5.Liquidated Damages Clause (LD): The delivery period should be realistic. The delivery period so quoted and mentioned in the order is the essence of the PO or Contract. In case of delay in delivery of material as per the delivery schedule LD at 0.5 per cent per week or part thereof on the undelivered portion subject to a maximum of 10 per cent of the contract value shall be levied Wherever installation and commissioning are also involved the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted

6.LD, SD / Warranty / PBG clauses are mandatory and offer without acceptance of these clauses will not be considered for evaluation

7.Delivery terms: Our standard delivery term is FOR VSSC Trivandrum. In case any vendors offer delivery term of Ex-Works, Packing and Forwarding charges, if any, should be indicated separately either as a percentage of the quoted rate or as a lumpsum amount.

8.Payment Terms: Our standard payment term is 100 per cent within 30 days of receipt and acceptance of Stores at our site for indigenous orders and Sight Draft or Wire Transfer or Irrevocable LC (without confirmation) for foreign orders. The Bank charges shall be to respective Accounts.

9.As per Notification No. 5/2018-CUSTOMS DTD. 25/01/2018, we are eligible for concessional payment of customs duty and IGST. Hence CD & IGST element shall be specified separately in the

quotation. Necessary exemption certificate shall be issued upon request.

10.If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.

11.In case if any Bidder is submitting their Offer on HIGH SEA SALES BASIS: then the Indian Trader shall submit the following documents mandatorily along with their offer. a. The Import Export Code of the Indian Trader b. Bank Authorization Code of the Indian Trader c. GSTIN of the Indian Trader

12.Likewise, while executing the Purchase Order/Contract; the Indian Trader shall mandatorily submit the following: a. High Sea Sale Agreement. b. Invoice pertaining to the Indian Trader in INR and the invoice of the foreign vendor in foreign currency.

13.In case of Foreign/Import Tenders: a. The bidder shall clearly mention the full ordering address in capital letters. b. The bidder shall clearly mention their bankers address including their SWIFT code compulsorily. c. Any change of address shall be compulsorily supported by Documentary proof issued either by Governmental agencies or by Chamber of Commerce. d. Foreign Principals Proforma Invoice/quote indicating the Agency Commission payable to the Indian Agent and the nature of after sales service to be rendered by the Indian Agent. e. Copy of the Agency Agreement between the Foreign Principal and the Indian Agent, and the precise relationship between them their mutual interest in the business. f. Registration and Item empanelment of the Indian Agent.

14.Where agents participate in a tender; (a) Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. (b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

15.For registering into PFMS you may please mention your Bank details such as IFSC code Account number also submit a copy of personalized cheque leaf or NEFT mandate form duly endorsed by the Bank along with quotation. If you had already submitted these details no need to submit again but please inform the same.

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

17.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.

18. 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.

19. This is a two-part tender, Technical & Commercial part (Part I) and Price Part (Part II) shall be submitted separately. The tenderers should not attach any documents containing Price information along with Technical & Commercial Bid (Part I). We do not open PART II (Price Bid), if PART-I (Technical & Commercial offer) does not meet with our technical specification requirements.

20. Please go through the tender enquiry specification before quoting.

21. Offers in which Techno-Commercial bid having any price indication will be summarily rejected.

## C. Bid Templates

### C.1 Technical Bid - C-Band Waveguide L-Style & U-Style Rotary Joint

#### 1. WAVEGUIDE COMPONENTS /SECTIONS - C-Band WR187 (L-Style) Rotary Joint - as per the specification

##### Item specifications for WAVEGUIDE COMPONENTS /SECTIONS

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Waveguide Type	WR 187	Yes / No / Explain		
2	VSWR	1.10:1 max	Yes / No / Explain		
3	VSWR WOW	1.02 max	Yes / No / Explain		
4	Insertion Loss	0.1 dB max	Yes / No / Explain		
5	Peak Power handling Capability	1.5 MW Peak or better	Yes / No / Explain		
6	Average Power handling Capability	1.5 kW or better	Yes / No / Explain		
7	Pressurization	25 PSIG operational, 30 PSIG max	Yes / No / Explain		
8	Flange Type	Port 1 (Moveable Arm): Round Choke, Port 2 (Fixed Arm) : Round Choke	Yes / No / Explain		
9	Material & Finish	Copper / Aluminum / Brass with Internal - Chromate or equivalent & External - Painting	Yes / No / Explain		
10	Mounting Flange requirement	Yes, Standard WR 187 Mounting flange (6 holes)	Yes / No / Explain		
11	Mechanical Dimension	Housing Diameter: 76.2±0.5 mm , Height: 135.382±0.5 mm, Length: 87.376±0.5 mm	Yes / No / Explain		
12	General mechanical drawing of "L-Style Rotary Joint" is attached for reference.	Compliance for the same	Yes / No / Explain		

13	Test report / CoC to be provided during delivery	Compliance for the same	Yes / No / Explain		
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**Document : General Diagram of L Style rotary joint**

**2. WAVEGUIDE COMPONENTS /SECTIONS - C-Band WR187 (U-Style) Rotary Joint - as per the specification**

**Item specifications for WAVEGUIDE COMPONENTS /SECTIONS**

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Waveguide Type	WR 187	Yes / No / Explain		
2	VSWR	1.10:1 max	Yes / No / Explain		
3	VSWR WOW	1.02 max	Yes / No / Explain		
4	Insertion Loss	0.1 dB max	Yes / No / Explain		
5	Peak Power handling Capability	1.5 MW Peak or better	Yes / No / Explain		
6	Average Power handling Capability	1.5 kW CW or better	Yes / No / Explain		
7	Pressurization	25 PSIG operational, 30 PSIG max	Yes / No / Explain		
8	Flange Type	Port 1 (Moveable Arm): Round Cover , Port 2 (Fixed Arm) : Round Cover	Yes / No / Explain		
9	Material & Finish	Copper / Aluminum / Brass with Internal - Chromate or equivalent & External - Painting	Yes / No / Explain		
10	Mechanical Dimension	Housing Diameter: 76.2±0.5 mm , Height: 101.6±0.5 mm, Length: 87.376±0.5 mm. No mounting flange is required	Yes / No / Explain		
11	General mechanical drawing "U-Style Rotary Joint" is attached for reference.	Compliance for the same	Yes / No / Explain		

12	Test report / CoC to be provided during delivery	Compliance for the same	Yes / No / Explain		
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**Document : General Diagram of U Style rotary joint**

**Supporting Documents required from Vendor**

**1. Details of Previous supply**

**2. datasheet**

5 additional documents can be uploaded by the vendor



## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	The party should have supplied Waveguide Rotary Joint to ISRO, DRDO and / or any other Government of India Establishments. The party should submit Purchase order copies and delivery proof for the same	Yes / No / Explain	
2	Warranty : 1 year from the date of delivery and acceptance	Yes / No / Explain	
3	This is a two-part tender, Technical & Commercial part (Part I) and Price Part (Part II) shall be submitted separately. The tenderers should not attach any documents containing Price information along with Technical & Commercial Bid (Part I). We do not open PART II (Price Bid), if PART-I (Technical & Commercial offer) does not meet with our technical specification requirements.	Yes / No / Explain	
4	Taxes and other costs, if any Note: "In line with Notification No. 01/2017-Central Tax (Rate) dated 28-06-2017, as amended by Notification No. 06/2018-Central Tax (Rate) dated 25-01-2018 and Notification No. 24/2018 Central Tax (Rate) dated 31-12-2018 and corresponding SGST Rate Notifications, GST rate for the goods at Sl. No. 243 B: "Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock up and modules, raw material and consumable required for Launch Vehicles and Satellites and Payloads" is 2.5% CGST and 2.5% SGST. IGST is charged at 5 % in terms of Notification No. 01/2017-IGST dated 28-06-2017 as amended by Notification No. 07/2018 IGST dated 25-01-2018 and Notification No. 25/2018 IGST dated 31-12-2018, necessary IGST/CGST/SGST certificate shall be issued".	Yes / No / Explain	
5	Delivery terms (FOR ICF STORES VSSC)	Yes / No / Explain	
6	Delivery period :	Yes / No / Explain	

7	Liquidated Damages Clause (L/D clause @ 0.5% subject to maximum 10% of the order value is applicable beyond the promised delivery schedule.)	Yes / No / Explain	
8	Payment term: (Our Default payment term: For indigenous orders: 100% within 30 days after receipt and acceptance of item at our site. For import cases: 100% by Sight Draft with Bank Charges to respective accounts.)	Yes / No / Explain	
9	Quote Validity: Minimum 120 days	Yes / No / Explain	
10	Warranty period :	Yes / No / Explain	
11	Performance Bank Guarantee: PBG shall be @ 3%. . You can also provide a combined Bank Guarantee towards PBG cum Security Deposit for 3% of order value The said percentage reconsideration shall be based on guidelines issued by Govt of India, from time to time.	Yes / No / Explain	
12	Security Deposit :(Applicable if Offer Value is Rs. 5 Lakhs or above. MSME/NSIC Units are NOT EXEMPTED from the payment of SD. Bank Guarantee @ 3% of Order Value valid till 60 days from the date of supply to be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indentity Bond in lieu of BG. In the event of non-performance of contractual obligations, SD will be forfeited). SD shall be @ 3%. The said percentage reconsideration shall be based on guidelines issued by Govt of India, from time to time.	Yes / No / Explain	
13	Any other terms	Yes / No / Explain	
14	Ordering address & Contact details with e-mail ID and Phone No.	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
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1	WAVEGUIDE COMPONENTS /SECTIONS - C-Band WR187 (L-Style) Rotary Joint - as per the specification	1.00 Nos.		-		
2	WAVEGUIDE COMPONENTS /SECTIONS - C-Band WR187 (U-Style) Rotary Joint - as per the specification	1.00 Nos.		-		

**Common charges (Applicable for all items)**

<b>Freight charge</b>	
<b>P&amp;F Charges</b>	