

भारत सरकार, अंतरिक्षं विभाग/ Government of India, Department of Space भारतीय अंतरिक्ष अनुसंधान संगठन / Indian Space Research Organisation भारतीय सुदूर संवेदन संस्थान/ Indian Institute of Remote Sensing 4- कालिदास रोड, देहरादून/ 4-Kalidas Road, Dehradun उत्तराखण्ड- 248001/ Uttarakhand- 248001 फोन/ Phone: 0135-252-4317/4318 फ़ेक्स/ Fax: 0135- 2748041 ई मेल/ Email. pns@iirs.gov.in



#### निविदा आमंत्रण सूचना/Notice Inviting Tender

भारत के राष्ट्रपति की ओर से भारतीय सुदूर संवेदन संस्थान देहरादून द्वारा निम्नलिखित निविदा के लिए मोहरबंद बोलियाँ आमंत्रित की जाती हैं: On behalf of President of India, Indian Institute of Remote Sensing, Dehradun invites sealed quotations for the following:

क्र. सं./ Sl. No.	निविदा सं./Tender No	विवरण/ Description	मात्रा/ Qty.	
1.	GIRS 2020000026 (दो भाग निविदा/ Two Part Tender)	टोटल स्टेशन (मैकानिकल/मैनुअल)/ Total Station (Mechanical/Manual)	01 सं./ Nos.	
		टोटल स्टेशन (रोबोटिक)/ Total Station (Robotic)	01 편./ Nos.	
निविदा श्	गुल्क/Tender Fee	Rs. 560/-		
निविदा प्रारूप जारी करने की तिथि/ Starting date for issue of Tender Forms		18.09.2020 को 1200 बजे से/ From 18.09.2020, 1200 hours onwards.		
निविदा । date foi	पारूप जारी करने की अंतिम तिथि/ Last r issue of Tender Forms	16.10.2020 को 1700 बजें तक/ On 16.10.2020 upto 1700 Hours.		
निविदा स्वीकृति की नियत तिथि/ Due date for Receipt of Tender		19.10.2020 को 1700 बजे तक/ On 19.10.2020 upto 1700 Hours.		
तकनीकी of Oper	l- व्यावसायिक बोली खोलने की तिथि/ Date ning of Technical Bids	20.10.2020 को 1500 बजे/ On 20.10.2020 at 1500 Hours.		

निविदा प्रपत्र किसी भी अनुसूचित बैंक से देहरादून में भुगतान योग्य, वेतन एवं लेखा अधिकारी, भा.सु.सं.सं. के पक्ष में जारी रू560/- का डी.डी. जमा कर के क्रय एवं भण्डार अनुभाग, भा.सु.सं.सं. से किसी भी कार्य दिवस में प्राप्त किया जा सकता हैं अथवा सी.पी.पी. पोर्टल)भारत सरकार के केन्द्रीय सार्वजनिक खरीद पोर्टल(<u>https://eprocure.gov.in/epublish/app</u> या भा.सु.सं.सं. की वेबसाईट <u>https://iirs.gov.in/tendersdis</u> या इसरों की वेबसाईट <u>https://www.isro.gov.in/tenders</u> से डाउनलोड किया जा सकता है। यदि निविदा दस्तावेज़ वेबसाईट से डाउनलोड किया हो तो रू560/- का डी. डी. जो की वेतन एवं लेखा अधिकारी, भा.सु.सं.सं, के पक्ष में देय हो, तकनीकी- व्यावसायिक बोली के साथ अवश्य संगलग्न करें।

Tender forms can be purchased from Purchase & Stores Section IIRS, Dehradun on all working days on payment of Rupees S60/in the form of Demand Draft drawn in favour of Pay & Accounts Officer, IIRS Dehradun payable at Dehradun or can be downloaded from CPP Portal (Central Public Procurement Portal of Government of India) https://eprocure.gov.in/epublish/app or lirs Website https://iirs.gov.in/tendersdis 10 ISRO Website https://www.isro.gov.in/tenders. When tender forms are downloaded, Demand Draft for Rupees 560/- drawn in favor of Pay & Accounts Officer, IIRS payable at Dehradun shall be attached with Techno-commercial Bid.

निदेशक/Director



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	भार	न सरकार		GOVERNMENT O	FINDIA	
	अंतरिक्ष विभा	७ (अ.वि.)		DEPARTMENT OF	SPACE (DOS)	
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1 3	Supply of Total Station ( per Annexure I.	Mechanical N	lanual). Speci	fications are as.	NOS	1
2	Supply of Total Station ( Annexure II	Robotic). Spe	ecifications are	as per	NOS	1
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#### **Technical Specifications**

## 1) Mechanical / Manual Total Station

SI.No.	Features	Specifications	
° <b>1</b> .	Angle Measurement Accuracy Hz & V	1"(0.3 mgon)	
	Distance Measurement		
	Range (Single Prism)	3500 m or more	
2.	Non-Prism KGC (Kodak Grey Card) 90% reflective	700 m or more	
	Accuracy Single Prism	2 mm + 2 ppm	
	Reflector less accuracy at 700 m range or more. (KGC 90%)	4 mm + 2 ppm	
3.	Telescope	Magnification≥30x Resolving Power = 3"	
		Minimum Focusing Distance = 1.6 m or less	
4.	Display & Keyboards	2 side display	
		Resolution : 320 x 240 pixels or more	
5.	Power	Re-chargeable Lithium Ion battery with charger, one	
		additional set of battery.	
		Operating Time : 14 hours or more	
		Charging Hours : 06 hours or less	
6	Data Starsan	Provision of external power supply	
0.	Data Storage	USB port & 2 USB drive 32 GB or higher	
7.	Processor	Dual Core 800 mega Hz or more	
		Operating System : Windows EC7	
8.	Interfaces	Serial port, USB & Bluetooth	
9.	Plummet	a) If inbuilt tribrach is laser based then also quote	
		for optical plummet tribrach as optional.	
		OR	
		<li>b) If inbuilt tribrach is optical plummet based then</li>	
		also quote laser based plummet as optional.	
10.	Environmental Conditions	Operating temperature range : -20 deg to +50 deg Dust and water protection : IP66	
11.	Weight	5 kg or less	
	(main unit plus battery)		
12.	Technical demonstration in IIRS Station model.	campus is part of technical specification of quoted Total	
13.	Provide all the necessary carrying cases, cables and other accessories for proper functioning of the guoted total station.		
14.	Associated softwares for data co	lection with prism and reflector less surface.	
15.	This has to be floated as two part bid.		
16.	Quote tripod as optional.		
17.	Three days in-campus training.		
18	One year warranty		
10	Three years extended warranty to quate concretely		
72.	Inree years extended warranty to quote separately.		
ZU.	station.	nical specification and cost) for mechanical / manual total	

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क्रय एवं अण्डार अधिकारी भा.सु.सं.सं. (इसरो),देसरादून Purchase & Stores Officer XIRS (ISRO), Dehradun

#### Annexure-2

### Technical Specifications

### 2) Robotic Total Station

SI. No.	Features	Specifications
1.	Angle Measurement Accuracy	J(1);
	Hz & V	(0.3 mgon or better)
	Distance Measurement	
	Range (Single Prism)	3000 m or more
	Non-Prism KGC (Kodak Grey	1000 m or more
2	Card)	
£.	90% reflective	
	Accuracy Single Prism	1 mm + 2 ppm
	Accuracy at reflector less	2 mm + 2 ppm
	surface	
3.	Automatic Target Range	360 deg prism : 500 m or more
4.	Display & Keyboards	Single face keyboard, touch screen display
5.	Power	Rechargeable Lithium Ion battery with charger, one
		additional set of battery.
-	Dele Olano	Operating time: 06 hours working or more
ю.	Data Storage	Flash / Internal memory – 2 GB
7	Dragonage / Main Llait	Disb Port & 2 USB drive 32 GB or higher
· · ·	Frocessor / Main Onit	Operating System: Windows EC6.5 or higher, ability to
		support the full functionality: like point line polygon & its
		length & area measurements. Import and export data.
		export of data in DxF, 3D shape DWG etc. formats.
8.	Telescope	Magnification : 30X
	<b>F</b> -	Aperture ; 40 mm
		Shortest Focusing Distance : 1.8 m or less
9.	Interfaces	Serial port, USB & Bluetooth
	Total Station weight including Battery	6.5 kg or less
	Environmental Conditions	Operating temperature range: -20 deg to +50 deg
		Dust and water protection : IP65 or IP55
	Controller	Operating System ' Windows EC 6.5 or higher
	22103431	Processor : 1 GB and more
		Memory (RAM) : 2 GB or more
		Internal Storage : 3 GB or more
		Screen Size: 5 inch or more and daylight readable
		coloured screen.
		Weight (including battery) : 1500 g or less
		Lithium Ion Battery to work for 6 hours or more; one
		additional set of pattery
		Operating Temperature : 30 deg to +60 deg
		Storage Temperature -40 deg to 470 deg
		Keyboard : OWERTY
		Camera : 5MP or more with flash
		Connectivity: Bluetooth, USB & 02 USB drive 32 GB or
		more.
10.	Plummet	<li>c) If inbuilt tribrach is laser based then also quote</li>
		for optical plummet tribrach as optional.
		OR
		<ul> <li>If inbuilt tribrach is optical plummet based then</li> </ul>
		also quote laser based plummet as optional.

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क्रम एवं भण्डार अधिकारी आ.सु.सं.सं. (इसरो),वेहरादून Purchase & Stores Officer LIRS (ISRO), Dehradun

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11.	Total Station should have motorized as well as robotic working capability.
12.	Technical demonstration in IIRS campus is part of technical specification of quoted Total Station model.
13,	Provide all the necessary carrying cases, cables and other accessories for proper functioning of the quoted total station.
14	Associated softwares for data collection with prism and reflector less surface
15.	This has to be floated as two part bid.
16.	Quote tripod as optional.
17.	Three days in-campus training.
18.	One year warranty.
19	Three years extended warranty to quote separately.
20.	Provide separate quotation (technical specification and cost) for Robotic total station.

क्रय एवं भण्डार अधिकारी भा.सु.सं.सं. (इसरो),देहरादून भा खु.स.स. (इसरा),दहरादूब Purchase & Stores Officer IIRS (ISRO), Dehradun

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## ANNEXURE-3

# General Terms & Conditions to Tender Enquiry No. GIRS 2020-000026-01

- 1) This is a Two-Part tender viz., Techno-Commercial Bid (consisting of Technical Specifications, Commercial terms & conditions etc.) and Price Bid. Hence, guotation should be submitted in separate sealed covers super-scribing "Tender No. GIRS 2020-000026-01, due on 19/10/2020 at 1700 Hrs. (Techno-Commercial Bid)" and "Tender No. GIRS 2020-000026-01, due on 19/10/2020 at 1700 Hrs. (Price Bid)". Only one tender should be sent in each envelope.
- Both the sealed tenders (Techno commercial & Price bid) shall be kept in one big cover super scribing Tender for Supply of Total Station (Mechanical/Manual) and Supply of Total Station (Robotic) and shall be put in the Tender box available at Security gate IIRS, or sent by post or courier within the due date & time prescribed. The sealed bids both Techno commercial and Price Bid, if not submitted in one big cover or submitted separately shall be rejected.
- 3) The Techno-Commercial Bid should clearly indicate the technical details, scope of supply, payment terms, delivery terms, delivery period, taxes and duties, warranty, guarantee, security deposit, performance bank guarantee etc. under separate heads. Please note that the price should NOT be indicated in the Techno-Commercial Bid. If any tenderer includes price of any nature in Part I (Techno-Commercial) of the tender, such offer shall be rejected without notice to the tenderer.
- GST shall be quoted separately. IIRS is eligible to provide IGST and GST Certificates for Concessional GST rate @5% under Ministry of Finance, Dept. of Revenue Notification No. 47/2017- Integrated Tax (Rate) dated 14/11/2017. 45/2017-Central Tax (rate) dated 14/11/2017 and Gov. of Uttarakhand, Finance Section-8, Notification No. 973/2017/9/(120)/IXXVII(8)/2017 dated 23/11/2017, as applicable.
- 5) IIRS is exempted from the payment of Customs Duty and is eligible to provide Custom Duty Exemption Certificate under Ministry of Finance, Department of Revenue Notification No. 51/96 Customs dated July 23, 1996 amended vide Notification No. 24/2007 Customs dated March 01, 2007. The certificate shall be issued upon request by vendor/supplier.
- 6) The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
- 7) Tender forms can be purchased from Purchase & Stores Section, IIRS Dehradun on all working days on payment of Rs. 560/- in the form DD drawn in favor of Pay & Account Officer, IIRS Dehradun payable at Dehradun or can be downloaded from Website https://iirs.gov.in/tendersdis ISRO Website IIRS or https://www.isro.gov.in/tenders. In case tender forms are downloaded from websites mentioned above, DD for Rs. 560/- drawn in favor of Pay & Account Officer, IIRS Dehradun shall be attached with Techno-commercial Bid. Quotation received without Tender fee will not be considered.

हरवीवना क्रथ एवं अण्डार अविचनी आ ह्य सं.सं. (इसरो), देहरायून purchase & Stores Officer TIRS (ISRO), Dehradun and the second second second

 Tender is also published on CPP Portal (Central Public Procurement Portal of Government of India).

9) Only Techno-Commercial bid will be opened on the date of tender opening. The price Bids of those tenders whose Techno-Commercial Bids are found to be meeting our specifications/ requirements will be opened further. Techno Commercial bids not meeting the indented requirements will be rejected and will not be considered in further tender process.

 The bidders are allowed to attend the tender opening on the date and time of opening.

 Late & delayed tenders will not be considered. Therefore, please ensure that your tender is posted well in time to reach us before the due date and time.

- 12) Fax/Email offers shall not be considered.
- All the pages of your offer should be signed by authorized signatory and affixed with your company's seal.

14) EMD of Rs. 40,000/- (Rupees Forty Thousand Only) to be submitted along with the Techno-commercial Bid in the form of Crossed Demand Draft drawn on any Nationalized/scheduled bank in favor of Pay & Accounts Officer, IIRS, payable at Dehradun. Quotation received without EMD will not be considered. The EMD of unsuccessful bidder will be returned after finalization of order. In order to avail of the benefits extended by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre/Udyog Adhar/NSIC Registration Certification along with your offer. As per Public Procurement Policy for MSEs, it is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.

15) In case "NIL" charges are quoted against the required items, the bid shall be treated as unresponsive and will not be considered.

16) The Delivery Period shall be mentioned in the bid without fail.

17) 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.

18) 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.

19)

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.

> हाना एवर्ट्सपुराई अधिकारी आ.सु.सं.सं. (इसरो),देठराडून Purchase & Stores Officer IIRS (ISRO), Dehradun

Wherever samples are required to be submitted along with the quotation, offer without sample will not considered.

- 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 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/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.
- 20) 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.
- 21)Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- 22) 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 or digitally signed E-copy of the same.
- 23) The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
- 24) PAYMENT TERM: Payment will be made within 30 days from the date of receipt and acceptance of the item at our site for order value up to- 2.00Lakhs. For order value above 2.0 Lakh, 90% payment will be made within 30 days and 10% against submission of Performance Bank Guarantee for the warranty period (wherever warranty is applicable). The Performance Bank Guarantee should be valid for a period of 2 months beyond the completion of the warranty period.
- 25) For foreign orders our Standard Payment Term is Sight Draft.
- 26) LIQUIDATED DAMAGES: The delivery period quoted should be realistic. The delivery period so quoted and mentioned in the order is the essence of the order/contract. In case of delay in delivery of material as per the delivery schedule,

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क्रम छर्च सण्डार अधिकारी आ.सु.जे.सं. (इसरो),देहरादून त: ५,०न **Purchuse &** Stores Officer १२ - २ - - **स्टर्ड (ISRO),** Dahradun Liquidated Damage @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. Wherever, installation and commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.

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27) SECURITY DEPOSIT: Wherever the offer value is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 10% of the order value by way of Bank Guarantee / FD Receipt. The Bank Guarantee shall be obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of all contractual obligations.

### 28) 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.

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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 as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

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

29) PACKING FORWARDING & 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

> क्रय एवं अण्डार अधिकारी मा.सू.सं.सं. (इसरो),देहरादून Purchase & Stores Officer

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.

- 30) FALL CLAUSE: The prices charged for the stores supplied under the Contract by the vendor should in no event exceed the lowest price at which the vendor sells the stores of identical description to any other person during the period of the Contract. If at any time, the prices are reduced, the same shall be notified to the Department and shall stand correspondingly reduced.
- 31) In order to avail of the benefits extended to by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-Il signed by the General Manager, District Industries Centre / UdyogAdhar / NSIC Registration Certification along with your offer. As per Public Procurement Policy for MSEs, it is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.
- 32) 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.
- 33) 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.
- 34) Wherever samples are required to be submitted along with the quotation, offer without sample will not be considered.
- 35) The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
- 36) The Contract shall be interpreted, construed and governed by the laws of India. Also, the courts within the local limits of whose jurisdiction the Purchase Order is issued only shall have the jurisdiction to deal with any matters arising out of this Contract.
- 37) 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.
- For items having shelf life, those with maximum shelf life should be supplied if order is placed.

<u>NOTE</u>: In case of IMPORTED STORES ITEMS Instructions to Tenderers and General Terms & Conditions to Tender Enquiry No. GIRS 2020-000026-01 shall be as per Annexure 4 attached.

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#### ANNEXURE 4

## INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER (In case of Imported Stores)

#### I. INSTRUCTIONS TO TENDERERS

- The Tenderers should submit quotations in duplicate in a sealed envelope, superscribing the Tender No. and due date of opening and complete in all respects with technical specifications, including pamphlets and catalogues.
- A Proforma Invoice may also be given which should contain the following information:
  - 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.
  - ii) 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.
  - iii) 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.
  - iv) The earliest delivery period and country of origin of the Stores.
  - v) Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.
  - vi) The approximate net and gross weight and dimensions of packages I cases.
  - vii) Recommended spares for satisfactory operation for a minimum period of one year.
  - viii) Details of any technical service, if required for erection, assembly, commissioning and demonstration.
- The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
- 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.
- Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.

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क्रथ एवं भण्डार अधिकारी मा.स. स. (इसरो),देहरादून Purchase & Stores Officer URS (ISRO), Debradun 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.

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. ra Baile a

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** 

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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. and the strang situated

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2. PRICES:

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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 Puchaser

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

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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.

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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 / 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

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#### 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 Destination: ......& Port of Entry: NSURANCE OF THE STORES:

#### 13. INSURANCE OF THE STORES:

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

### 14. CONTRACTOR'S DEFAULT LIABILITY:

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

- 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 भा.सु.सं.सं. (इसरो),देहरादूर

Purchase & Stores Officer

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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.

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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

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the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

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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:

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a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.

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- 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 fulfill 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 REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:

Rec किये प्रेयं भण्डार अधिकारी बा.सु.सं.सं. (इसरो),देहरादून Purchase & Stores Officer 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.
- The Contractor shall give complete shipment information concerning the weight, size. content of each packages, etc.
- e) Trans-shipment of equipment shall not be permitted except with the written permission of the purchaser.
- 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.

Sands in <sub>No.</sub> 2 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.

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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.

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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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