भारत सरकार
अंतरिक्ष विभाग
अंतरिक्ष उपयोग केन्द्र
आंबावाडी विस्तार डाक घर,
अहमदाबाद-380 015. (भारत)
दूरभाष : +91-79-26913050, 26913060
वेबसाईट : www.sac.isro.gov.in/www.sac.gov.in

Government of India
Department of Space
SPACE APPLICATIONS CENTRE
Ambawadi Vistar P.O.
Ahmedabad - 380 015. (INDIA)
Telephone : +91-79-26913050, 26913060
website : www.sac.isro.gov.in/www.sac.gov.in

दिनांक / Date: 11-11-2019

निविदा सूचना सं. सैक/पीटी/16/2019-20
Tender Notice No.: SAC/PT/16/2019-20

भारत के राष्ट्रपति के लिए और उनकी ओर से प्रधान, क्रय एवं भंडार, अंतिरक्ष उपयोग केंद्र, अहमदाबाद निम्नलिखित के लिए मोहरबंद निविदाएं आमंत्रित करते है :

For and on behalf of President of India, Head, Purchase & Stores, Space Applications Centre, Ahmedabad invites sealed tenders for the followings:

क्र.सं. **Sr. No.**	**निविदा सं.** **Tender Number**	**संक्षिप्त विवरण** **Brief Description**	**नियत तिथि (अपराह ३ बजे तक)** **Due on (Upto 3 pm)**
1	AHAD 201900125301	वायु द्वारा कंसाईमेंट के प्रेषण के लिए दर अनुबंद Rate Contract for Despatch of Consignments by Air	25/11/2019

निविदा दस्तावेज क्रय प्रभाग, सैक से प्राप्त किए जा सकते हैं तथा ये इसरो की वेबसाइट www.isro.gov.in और सैक की वेबसाइट www.sac.gov.in पर भी उपलब्ध हैं। इच्छुक निविदाकार इसे वेबसाइट से डाउनलोड कर सकते हैं तथा अपने प्रस्ताव Rs.545.00 प्रत्येक (रेखांकित डिमांड ड्राफ्ट के रूप में) के निविदा शुल्क के साथ प्रस्तुत करें। अपना प्रस्ताव प्रस्तुत करते समय लिफाफे के ऊपरी भाग पर निविदा सं. तथा नियत तिथि लिखें।

यदि दस्तावेज डाक द्वारा मंगाए जा रहे हैं तो निम्न बातों को नोट करें:

1. निविदा दस्तावेज मंगाने के लिए भेजे जा रहे निवेदन पत्र पर निविदा सूचना संख्या तथा निविदा संख्या दोनों लिखी जाएं तथा निविदा शुल्क Rs.545.00 प्रत्येक (किसी भी राष्ट्रीयकृत बैंक द्वारा जारी रेखांकित डिमांड ड्राफ्ट के रूप में) के साथ मात्र क्रय एवं भंडार अधिकारी, अंतरिक्ष उपयोग केंद्र, अहमदाबाद- 380 015 को भेजा जाए।

2. जिस लिफाफे में इस प्रकार का निवेदन भेजा जा रहा हो उसके ऊपरी भाग पर "निविदा दस्तावेजों के लिए अनुरोध" लिखा जाए। प्रत्येक निविदा दस्तावेज के लिए अलग निवेदन पत्र एवं अलग डिमाण्ड ड्राफ्ट भेजा जाए।

3. निविदा शुल्क (अप्रतिदेय) का भुगतान रेखांकित डिमाण्ड ड्राफ्ट (मात्र एमआईसीआर डीडी) के रूप में किया जाए जो अहमदाबाद में देय हो तथा वह मात्र लेखा अधिकारी, सैक अहमदाबाद-380 015 के नाम पर लिया जाए।

4. डिमाण्ड ड्राफ्ट के पीछे विक्रेता का नाम एवं निविदा संख्या दर्ज होनी चाहिए।

5. नियत तिथि बढ़ाए जाने के निवेदन पर कोई विचार नहीं किया जाएगा।

6. डाक द्वारा निविदा दस्तावेज की बिक्री नियत तिथि से 10 दिन पूर्व बंद कर दी जाएगी।

7. यदि विक्रेता व्यक्तिगत रूप से आकर निविदा दस्तावेज प्राप्त करना चाहते हैं, तो वे नियत तिथि से एक दिन पूर्व तक क्रय प्रभाग (बिल्डिंग नं. 30-ए, कमरा नं. 57) में किसी भी कार्य दिवस पर 1400 से 1600 बजे के बीच संपर्क करें।

8. मोहरबंद प्रस्ताव प्राप्ति की समय सीमा प्रत्येक निविदा के सामने निर्दिष्ट नियत तिथि को 1500 बजे तक रहेगी।

9. अंतिम समय सीमा से पूर्व प्राप्त बोलियाँ उपस्थिति निविदाकारों/उनके द्वारा प्राधिकृत प्रतिनिधियों की उपस्थिति में उसी दिन 1530 बजे खोली जाएंगी।

10. ऊपर निर्दिष्ट तिथि को यदि छुट्टी घोषित की जाती है तो सैक का अगला कार्य दिवस निविदाओं की प्राप्ति एवं खोलने के लिए नियत तिथि माना जाएगा।

11. विलंब/देरी से प्राप्त प्रस्ताव स्वीकृत नहीं किए जाएंगे।

12. जिन पार्टियों ने समय से बोली जमा कराई है तथा निविदा खोलने में भाग लेना चाहते हैं, वे अपने प्राधिकृत प्रतिनिधि का नाम उस विशिष्ट निविदा में उल्लिखित निर्धारित तिथि से एक दिन पूर्व सूचित कर दें। विलंब से/अंतिम क्षणों में प्राप्त प्रवेश हेतु अनुरोध पर विचार नहीं किया जाएगा।

13. निम्नलिखित वर्ग के निविदादाता को निविदा के साथ ईएमडी में छूट के लिए उचित दस्तावेजी साक्ष्य प्रस्तुत करने पर ईएमडी के भुगतान से छूट दी जाती है (यदि लागू हो):

    - सैक में अधिकृत विक्रेता के रूप में पहले से पंजीकृत/पेनालीकृत विक्रेता।
    - भारतीय प्रतिनिधि को शामिल न करते हुए सीधे प्रस्ताव प्रस्तुत करने वाले विदेशी विक्रेता

- केंद्रीय पीएसयू/एईपी तथा स्वायत निकाय
- सूक्ष्म एवं लघु उद्यम
- खादी एवं ग्रामोद्योग आयोग
- राष्ट्रीय लघु उद्योग निगम
- भारत सरकार के आदेशानुसार ईएमडी के भुगतान से विशेष रूप से छूट प्राप्त कोई अन्य स्थापना

14. निविदा मूल्यांकन प्रक्रिया के दौरान अपनी निविदा को वापस लेने वाले विक्रेताओं की ईएमडी जब्त कर ली जाएगी। विफल विक्रेताओं की ईएमडी निविदा अवार्ड करने के बाद, निविदा अवार्ड करने के 30 दिनों के अंदर ब्याज के बिना ईएमडी लौटा दी जाएगी।

Tender documents can be bought from the Purchase Division, SAC and are also available on ISRO website www.isro.gov.in and SAC website www.sac.gov.in. Interested tenderers may download the same from the website and submit their offer along with **tender fee of Rs.545.00** each (In the form of Crossed Demand Draft). While submitting your offer superscribe Tender No., and due date on the envelope. Govt. dept., PSUs (both Central & State) and Units registered with NSIC/MSME/KVIC are exempted from Tender fees, subject to submission of supporting documents.

If the documents are requisitioned by post, the following points shall be noted:

1. Request letter shall be sent for requisitioning tender documents indicating tender notice number and tender number together with tender fee Rs..545.00 each (In the form of Crossed Demand Draft issued by any Nationalized Bank) to the Purchase and Stores Officer, Space Applications Centre, Ahmedabad - 380 015 only.

2. The Envelope containing such request shall be super-scribed with "Request for Tender Documents". Separate request letter and separate Demand Draft shall be sent for each tender document.

3. The tender fees (non-refundable) shall be paid in the form of CROSSED DEMAND DRAFT (MICR DD ONLY) payable at AHMEDABAD in favour of The ACCOUNTS OFFICER, SAC, Ahmedabad - 380 015 only.

4. Vendor name and tender number shall be indicated on the reverse side of the Demand Draft.

5. No request for extension of the due date will be considered.

6. The sale of the tender documents through POST shall be closed 10 days prior to due date.

7. In case vendors desire to collect the tender document in person, they may contact Purchase Division (Bldg. No. 30-A, Room No. 57) on any working day between 1400 to 1600 hrs up to one day before the due date.

8. Deadline for the receipt of the sealed offers shall be up to 1500 hrs on the due date mentioned against individual tender.

9. Bids received before the deadline shall be opened in the presence of attending tenderers/their authorized representatives on the same day at 1530 hrs.

10. In the event any date indicated above is declared as holiday, the next working day at SAC shall be considered as the due date for receiving & opening of tenders.

11. Late/Delayed offers will not be accepted.

12. Parties, who have submitted bids in time and want to participate in tender opening, may inform their authorized representative's name one day in advance of the due date indicated against the particular tender. Delayed requests / requests for entry at eleventh hour will not be entertained.

13. The following categories of bidders shall be exempt from paying EMD subject to submission of appropriate documentary evidence with the bid in support thereof (if applicable):

    - Vendors already registered/empanelled with SAC as authorized vendors.
    - Overseas bidders submitting offers directly without involving an Indian Representative.
    - Central PSUs/PSEs and autonomous bodies
    - Micro and Small Enterprises
    - Khadi and Village Industries Commission
    - National Small Industries Corporation
    - Any other establishments specifically exempted from paying EMD by an order of the Government of India.

14. The EMD of bidders who withdraw their bid during the tender evaluation process shall be forfeited. EMD of unsuccessful bidders shall be refunded without interest after the tender has been awarded, within 30 days of the award of the tender.

भारत सरकार
अंतरिक्ष विभाग (अं.वि.)
अंतरिक्ष उपयोग केंद्र
अहमदाबाद -380015
क्रय एवं भंडार

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
SPACE APPLICATIONS CENTRE
AHMEDABAD 380 015,
PURCHASE & STORES
Ph No. 079-2691 3067 Fax. 079-2691 5848/02/35
e-mail :

निविदा आमंत्रण
INVITATION TO TENDER

मैसर्स
M/s 00000

हमारी संदर्भ सं
Our Ref. No. AHAD 2019-001253-01

निविदा अंतिम तिथि
Tender Due at 15:00 hrs IST on 25/11/2019

महोदय
Dear Sirs,

कृपया निम्नलिखित मदों की आपूर्ति के लिए अनुलग्नक (फार्म सं. संलग्न) में उल्लिखित निबंधन एवं शर्तों के अनुसार संलग्न निविदा प्रपत्र में वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हमारी संदर्भ सं. एवं अंतिम तिथि (मोटे अक्षरों में) ऊपर लिखते हुए अपनी मुहरबंद निविदा प्रस्तुत करें।

Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues /pamphlets /literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No. null)

क्र.सं. Sl. No.	विनिर्देशों सहित मद का विवरण Description of items with Specifications	इकाई Unit	मात्रा Quantity
1	RATE CONTRACT FOR DESPATCH OF CONSIGNMENTS BY AIR FROM SAC AHMEDABAD TO DIFFERENT LOCATIONS SITUATED IN INDIA ON DOOR COLLECTION DOOR DELIVERY BASIS AS PER T & C AT ANNEXURE-I, RATES SHALL BE QUOTED AS PER ANNEXURE-II & CHECK LIST AS PER ANNEX -III.	LOT	1

सुपुर्दगी स्थल
Delivery At SAC,AHMEDABAD

प्रेषण की विधि
Mode of Despatch ON SITE

शुल्क छूट
Duty Exemptions

विशेष अनुदेश
Special Instructions NIL

विशेष निबंधन
Specific Terms

निविदाकारों को अनुदेश
Instructions to Tenderers

(1) THIS IS A SINGLE PART TENDER. KINDLY SUBMIT YOUR QUOTATION AS PER ATTACHED TERMS AND CONDITIONS.

(2) PLEASE SUBMIT YOUR OFFER ALONG WITH TENDER FEE OF Rs. 545.00 IN FAVOUR OF ACCOUNTS OFFICER, SPACE APPLICATIONS CENTRE, AHMEDABAD

(3) QUOTATION SHOULD BE SUBMITTED WITH EMD Rs. 2,50,000.00 (Rupees Two Lakhs and Fifty Thousand Only) IN FORM OF DD/FDR/BANKERS CHEQUE ISSUED BY ANY SCHEDULED BANK IN FAVOUR OF ACCOUNTS OFFICER, SPACE APPLICATIONS CENTRE, AHMEDABAD.

(4) DETAIL AS PER CLAUSE NO. 14(I) OF GENERAL T & C. Earnest Money Deposit (E.M.D.), Security Deposit as per General Terms and Conditions.Tender Terms and Conditions attached.

(5) In case the bidders propose any other payment terms in deviation with the standard terms mentioned above, it may be noted that applicable cashflow implications will be loaded on the prices quoted for commercial comparison of the offers.

(6) If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison.

(7) Quotation shall be submitted by the vendor only by post or by hand in sealed cover. Quotation received by FAX or e-mail shall not be considered as valid offer and will not be accepted for evaluation.

(8) Compliance Statement attached is required to be filled & sent with quotation.*YOUR OFFER SHOULD BE VALID FOR 90 DAYS.

(9) Please read the Terms & Conditions of Tender carefully before submitting quotation. These are going to be incorporated in Purchase Order. Your silence on these terms will be deemed to be your acceptance.

30/10/19

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PANKAJ KUMAR DHAKAR
PUR & STORES OFFICER
भारत के राष्ट्रपति के लिए एवं ओर से
For and on behalf of the President of India
क्रेता / The Purchaser

परिशिष्ट / Annexure-I
निविदा सं.Tender No.AHAD201900125301

निबंधन एवं शर्ते / TERMS & CONDITIONS

1. **कार्य का दायरा Scope of contract:**

निम्नलिखित निबंधन एवं शर्तों के अनुसार अंतरिक्ष उपयोग केंद्र (सैक), अहमदाबाद से डोर कलेक्शन-डोर डिलीवरी आधार पर भारत के विभिन्न स्थानों तक वायु मार्ग द्वारा कन्साइनमेंट का प्रेषण और विलोमतः -

Despatch of consignments By Air from Space Applications Centre (SAC), Ahmedabad to various locations in India and vice versa **on door collection-door delivery basis** as per terms and conditions given below.

2. **वैधता अवधि Validity period:**

अनुबंध जारी होने की तिथि से **एक वर्ष** की अवधि के लिए वैध होगा और आपसी सहमति होने पर और एक वर्ष के लिए बढ़ाया जा सकता है।

The Contract shall be valid for a period of **ONE year** from the date of its issue and extendable by one more year on mutual consent.

3. **दर Rates**:

3.1 दरें डोर कलेक्शन-डोर डिलीवरी आधार पर पैलेट-वार/ अर्ध पैलेट-वार और प्रति किलोग्राम आधार पर उद्धृत की जाएँगी (संलग्नक-II में दिए गए फॉर्मेट के अनुसार)।

3.2 उद्धृत दरें सैक से सामान संग्रहित करने और इस संविदा के अंतर्गत शामिल गंतव्यों तक पहुँचाने तथा विलोमतः की व्यवस्था करने जैसे प्रचालन प्रभार सहित होंगी। प्रेषण संविदाकार के बंद (कंटेनर वाले) वाहन में किया जाएगा।

3.1 Rates shall be quoted pallet vise/half pallet wise and per kg basis on **Door Collection and Door Delivery** basis (as per format enclosed at **Annexure – II**).

3.2 The Rates quoted shall be inclusive of operation charges such as arrangement for pickup of consignment from SAC and delivery at destinations covered under this Contract and vice versa**.** Delivery will be made in closed body (containerized) vehicle of contractor.

4. संविदा का परिचालन Operation of contract

4.1 कंसाइमेंट का विवरण, पैकिंग विवरण, प्रेषण की अंतरिम तिथि, स्थल इत्यादि तथा लागू अनुसार अन्य शर्ते एवं निबंधन के साथ कंसाइमेंट के प्रेषण के लिए जैसा और जब अपेक्षित होगा हमारे द्वारा प्रत्येक प्रेषण के लिए आवश्यक सूचना/ कार्य आदेश जारी किया जाएगा।

Necessary intimation/work Order will be issued by us for each dispatch and as and when required for dispatch of consignments with the details of the consignments, packing details, tentative date of dispatch, destination etc. and other terms and conditions as applicable.

4.2 कंसाइनर/कंसाइनी के स्थान पर लोडिंग और अनलोडिंग गतिविधियों का संचालन संबंधित कंसाइनर/कंसाइनी द्वारा किया जाएगा।

Loading/Unloading activities at consignor's/consignee's place will be carried out by the respective Consignor/Consignee.

4.3 भंडार के क्र.भं.अ./वरि.क्र.भं.अ./प्रधान, क्र.भं. से मेल/फोन द्वारा सूचना प्राप्त होने पर लोडिंग, प्रेषण पूर्व कार्य इत्यादि के लिए, पहले से ही कंसाइंमेंट की लोडिंग के लिए एक बंद वाहन तैयार रखा जाएगा।

A closed body vehicle for loading the consignment shall be positioned well in advance for loading, pre-Despatch works etc. on getting intimation from PSO/SPSO/HPS of stores by mail/phone.

4.4 सड़क मार्ग से एयरपोर्ट परिवहन के लिए प्रदान किया गया वाहन अधिमान्यत: 5 वर्ष से कम पुराना हो और सड़क पर चलाने योग्य तथा अच्छी स्थिति में वैध राष्ट्रीय परमिट सहित होना चाहिए। प्रदत्त वाहन के साथ सड़क पर चलाने के लिए आरटीओ मंजूरी/ फिटनेस प्रमाण-पत्र होना चाहिए और पंजीकरण प्रमाणपत्र, अद्यतित भुगतान रसीद, उत्सर्जन परीक्षण प्रमाणपत्र, बीमा पॉलिसी, अंतर राज्य परमिट, ड्राइवर का अद्यतन वैध ड्राइविंग लाइसेंस इत्यादि जैसे आवश्यक दस्तावेज होने चाहिए।

The vehicle provided for transportation by road to Airport shall preferably be less than 5-year-old and roadworthy and in good running condition having valid National Permits. The vehicle provided should have RTO clearance/Fitness Certificate for road worthiness and shall have the required documents such as Registration Certificate, up to Date Tax Paid Receipt, Emission Test Certificate, Insurance Policy, Inter State Permit, up to date valid Driving License for the Driver etc.

4.5 ठेकेदार कंसाइमेंट लोडिंग हेतु वाहन रिपोर्टिंग करते समय कंसाइनर को अपने प्रतिनिधियों और वाहन ड्राइवर का विवरण यथा नाम, ड्राइविंग लाइसेंस की प्रति, संपर्क फोन सं. इत्यादि प्रदान करेगा।

Contractor shall give the details of their representatives and vehicle driver such as name, copy of driving license, contact phone numbers etc. to the consignor at the time of reporting the vehicle for loading consignments.

4.6 ठेकेदार या उसके प्राधिकृत प्रतिनिधि को कंसाइंमेंट लोडिंग के समय अनिवार्य रूप से उपस्थिति रहना होगा और कंसाइमेंट सुपुर्द करते समय एयर वे बिल (एडब्ल्यूबी)/ बुकिंग रसीद इत्यादि देना होगा और दिनांक, सामग्री का विवरण, आयतन भार तथा पैकेज की संख्या का स्पष्ट रूप से उल्लेख करना होगा।

The Contractor or his authorized representative shall invariably be present during the process of loading the consignments and shall submit Air Way Bill (AWB)/Booking receipts etc. on handing over of the consignments and clearly indicate date, Goods description, weight volume and number of packages.

4.7 ठेकेदार एयरपोर्ट में विमानन विभाग, सुरक्षा विभाग और अन्य ऐजेन्सियों से मंजूरी प्राप्त करने के लिए जिम्मेदार होगा और सुनिश्चित करेगा कि कंसाइंमेंट बिना किसी अवरोध सरलता से पहुँच जाए।

The Contractor is responsible for taking clearance from Aviation department, Security department, and other agencies in Airport and ensure easy dispatch of the consignments without any hindrances.

4.8 महत्वपूर्ण कंसाइंनमेंट के लिए जहां भी कंसाइनी/कंसाइनर प्रतिनियुक्त और एस्कॉर्ट रखना चाहता है, उसे तदनुसार अनुमति प्रदान की जाएगी।

Wherever Consignee/Consignor intents to depute and escort for important consignments, he shall be allowed accordingly.

4.9 परिवहन की गई सामग्रियाँ पारगमन काल के 24 से 48 घंटों के भीतर उचित समय में गंतव्य स्थलों पर पहुँच जानी चाहिए। तथापि, प्रत्येक कार्य आदेश में कंसाइंमेंट प्रेषण के लिए निर्धारित समय/अवधि की सूचना अलग से दी जाएगी। सामान्य परिस्थितियों में कंसाइंमेंट साप्ताहिक कार्यदिवसों के दौरान सोमवार से शुक्रवार 0900 बजे से 1800 बजे के बीच गंतव्य स्थलों पर प्राप्त किया जाएगा। ठेकेदार को कंसाइनी/कंसाइनर को पूर्व सूचना देने की व्यवस्था करनी होगी।

The materials transported should be delivered to the destinations within a reasonable time of 24 to 48 hours of transit period. However, the specified time/duration for delivery of the consignments shall be intimated separately in each Work Order. Under normal circumstances the Consignments will be received at destinations only during the Week Days from Monday through Friday between 0900 hrs to 1800 hrs. The Contractor shall make arrangements to intimate the consignee/consignor well in advance.

4.10 यदि ठेकेदार निर्धारित समय के अंदर कंसाइंमेंट प्रेषित नहीं कर पाता है, तो सैक ठेकेदार से प्रत्येक 12 घंटे की देरी पर परिवाहित सामान के मूल्य के 0.5% के समतुल्य पर या सामान के मूल्य के अधिकतम 10% के भाग के रूप में जुर्माना वसूल करने का अधिकार सुरक्षित रखता है।

If the Contractor fails to deliver the consignments within the stipulated time, SAC reserves the right to recover from the Contractor as penalty a sum equivalent to HALF PERCENT (0.5%) of the value of goods transported for every twelve hours of delay or part thereof, subject to a maximum of 10% of the value of goods.

4.11 **<u>कंसाइंमेंट की सुरक्षा Safety of consignments:</u>**

4.11.1 ठेकेदार को परिवहन के लिए सौंपी गई सामग्री/उपकरण सामान्यत: उच्च मूल्य, परिष्कृत तथा राष्ट्रीय महत्व की समयबद्ध परियोजनाओं के लिए अभिप्रेत होते हैं। ठेकेदार अत्यधिक सावधानी के साथ कंसाइंमेंट के सुरक्षित परिवहन के लिए जिम्मेदार होगा।

The material/equipment entrusted for transportation to the contractor are normally high value, sophisticated and intended for time bound projects of National importance. The Contractor shall be responsible for safe transportation of the consignment with utmost care.

4.11.2 चूँकि हमारा कंसाइंमेंट अति संवेदनशील और उच्च मूल्य वाली वस्तुएं है, अतः हमारी मंजूरी/अनुमति के बिना स्टैकिंग/एक्स रे स्कैनिंग/जाँच करने की अनुमति नहीं है। हालांकि, ठेकेदार पैकिंग से पूर्व कंसाइमेंट का निरीक्षण करेगा और पैकिंग अनुबंध अधिकारियों एवं विमानन कर्मियों की उपस्थिति में की जाएगी, जिनकी व्यवस्था ठेकेदार द्वारा बिना किसी अतिरिक्त शुल्क की जाएगी। ऐसी व्यवस्था करने के लिए सैक द्वारा इस संबंध में अग्रिम सूचना दी जाएगी।

Since our consignments are very sensitive and high value items, stacking/x-ray scanning/testing is not allowed without our clearance/permission. However, contractor shall inspect the consignments before packing and packing shall be done in the presence of contract officials and Avionics personnel which will be arranged by the contractor, without any extra charges. Advance intimation in this regard shall be given by SAC for making such arrangements.

4.11.3 परिवहन/डिस्पैच के लिए सौंपे गए सामान लोडिंग पॉइंट छोड़ने से पूर्व वेजिंग इत्यादि के साथ समुचित रूप से बंधा और तिरपाल से अच्छी तरह ढका होना चाहिए तथा वाहक द्वारा रास्ते में कंसाइंमेंट की सुरक्षा के लिए सभी सावधानियाँ बरतनी होगी।

Goods entrusted for transportation/despatch shall be transported properly covered with tarpaulin, with proper lashing, wedging etc., before leaving the loading point and to take all precautions to protect the consignment en-route by the Carrier.

4.12 कंसाइंमेंट का मूल्य बहुत अधिक है और इसके मूल्य का आकलन घोषणा नहीं की जा सकती है।

The value of the consignments are very high and cannot be assessed/declared.

4.13 माल केवल ठेकेदार के जोखिम पर भेजा जाएगा। ट्रान्सपोर्टेशन/ हैंडलिंग के दौरान कंसाइंमेंट को हुए नुकसान और क्षति की क्षतिपूर्ति ठेकेदार द्वारा सैक/इसरो को की जाएगी। उठाईगीरी, चोरी, क्षति और माल की गैर-डिलीवरी के नुकसान के लिए ठेकेदार उत्तरदायी होगा।

The goods shall be dispatched at contractor's risk only. Any loss or damage caused to the consignment during transportation/handling shall be compensated by the contractor to SAC/ISRO. The contractor shall be liable for damages towards pilferage, theft, damage and non-delivery of consignments.

4.14 जोखिम खरीद: यदि ठेकेदार ऊपर बताए अनुसार कार्य करने में विफल होता है तो सैक, अहमदाबाद के पास किसी भी अन्य कूरियर सेवा/ट्रांसपोर्टर के माध्यम से परिवहन कार्य कराने का अधिकार सुरक्षित है यदि ठेकेदार इस अनुबंध के अंतर्गत कार्यरत होता तो इस संबंध में ठेकेदार को दिए जाने वाले शुल्क से ऊपर और अधिक होने वाला व्यय किसी अवसर के प्रति पक्षपात न करते हुए, ठेकेदार से वसूल किया जाएगा।

Risk Purchase: If the Contractor fails to carry out the job as mentioned above, SAC, Ahmedabad reserves the right to get transportation work carried out through any other courier services/transporters at the risk and cost of the Contractor and any other expenditure that may be incurred in this connection over and above what would have been payable to the Contractor, had the Contractor been engaged under the terms of this contract, shall be recovered from the Contractor without prejudice to any opportunity, the cost in addition to the freight.

4.15 संपर्क बिंदु के रूप में अहमदाबाद स्थित संपर्क कार्यालय/संपर्क व्यक्ति/फोन.नं. उपलब्ध कराए जाएँ।

Contact Office/Contact person/Ph. No. should be available as Focal point at Ahmedabad for communication.

5. मूल्यांकन प्रक्रिया Evaluation Criteria:

इस निविदा के लिए अर्हता हेतु, मूल्यांकन के लिए प्रस्ताव के साथ निम्नलिखित दस्तावेज प्रस्तुत किए जाएँ।

In order to qualify for this tender, the following documents should be submitted along with offer for evaluation.

5.1 पत्र-व्यवहार के लिए अहमदाबाद में ठेकेदार का पंजीकृत/शाखा कार्यालय होना चाहिए। प्राधिकृत व्यक्ति/ संपर्क नं. के साथ कार्यालय पता के विवरण के साथ उपलब्ध होना चाहिए।

The contractor should have a registered/branch office in Ahmedabad for communication. Details of office address along with contact of authorized person/contact no. shall be provided.

5.2 फर्म/ ऐजेंसी का वैध स्थापना पंजीकरण प्रमाणपत्र ।

Valid establishment Registration certificate of the firm/agency.

5.3 फर्म/ ऐजेंसी का जीएसटी पंजीकरण प्रमाणपत्र।

GST Registration certificate of the firm/agency.

5.4 ठेकेदार द्वारा कम से कम एक वर्ष के लिए समान संविदा(ओं) के संपादन का अनुभव होना चाहिए। संविदाओं/ कार्य आदेशों/ कार्य पूर्णता प्रमाणपत्र की प्रतियाँ संलग्न की जाएगी।

The contractor should have experience of executing similar contract(s) for at least one year. Copies of contracts /work orders /work completion certificates shall be enclosed.

6. संविदा प्रदान करना Award of Contract:

सैक को एक से अधिक ठेकेदारों को ठेका प्रदान करने का अधिकार है। यदि एक से अधिक प्रस्ताव प्राप्त होते हैं, तो आवश्यक सेवाएँ सैक के निर्णयानुसार अर्ह सेवा प्रदाताओं में वितरित की जाएँगी। प्रत्येक लाइन आइटम कोड के लिए अर्ह बोलीकर्ता(ओं) द्वारा दी गई न्यूनतम बोली न्यूनतम प्रस्ताव माना जाएगा और अन्य सभी अर्ह बोलीकर्ताओं को प्रति-प्रस्ताव देकर न्यूनतम दरें देने के लिए कहा जाएगा। ठेकेदार द्वारा प्रति-प्रस्ताव की स्वीकृति प्रत्येक वर्ग के सभी लाइन आइटम के लिए होगी। प्रति-प्रस्ताव की आंशिक/सशर्त स्वीकृति को निरस्त कर दिया जाएगा।

SAC reserves the right to award the contract to multiple contractors. If more than one offer is received, the required services shall be divided among the qualified service providers as decided by SAC. The lowest rates offered for each line item by the qualified bidder(s) shall be treated as Lowest offer and the same shall be counter offered to all other qualified bidders asking to match the Lowest rates. The acceptance of the counter offer by the contractor should be for all the line items for each category. Partial/conditional acceptance of counter offer shall be liable for rejection.

6.1 सैक के पास अनुमोदित एल1 दरों के आधार पर पात्र प्रतिभागी पार्टियों से समय-समय पर आदेश विभाजन / विभाजन के आशोधन का अधिकार सुरक्षित रखता है।

SAC reserves the right to split the order/modify the apportionment from time to time on the eligible participating parties based on the approved L1 rates.

7. **भुगतान शर्तें /Payment Terms**:

7.1 कंसाइमेंट के विमितीय/वास्तविक भार, जो भी अधिक हो के आधार पर, स्वीकृत दरों के अनुसार भुगतान किया जाएगा। विमितीय भार की गणना निम्नानुसार की जाएगी।

Payment will be made as per the agreed rates, on the dimensional/actual weight of the consignments, whichever is higher. The dimensional weight will be calculated as below.

विमितीय भार की गणना हेतु सूत्र: (लंबाई X चौड़ाई X ऊँचाई) से.मी. में / 5000

Formula for calculation of dimensional weight: (Length X Width X Height) in cm/5000.

7.2 सामग्री के विवरण और आवश्यक वाहनों के विवरण दर्शाते हुए कंसाइनर द्वारा परिवहन हेतु जारी निर्देश, कंसाइंमेंट अच्छी स्थिति में प्राप्त करने के बाद कंसाइनी के प्राधिकृत अधिकारी द्वारा विधिवत प्रतिहस्ताक्षरित पावती जैसे विधिवत प्रति हस्ताक्षरित दस्तावेज आपके बिल के साथ लगाकर प्राप्त करने के 30 दिन के भीतर भुगतान जारी किया जाएगा। कंसाइनी से प्राप्त पावती में प्राप्त कंसाइंमेंट का वजन और रजिस्ट्रेशन नंबर के साथ उस वाहन का प्रकार भी लिखा हो जिससे कंसाइंमेंट भेजा गया। लागू आयकर आपके बिल से काट लिया जाएगा।
Payment shall be arranged within 30 days from the date of receipt of your bills duly supported by all relevant documents such as instructions for transportation issued by the consignor indicating details of materials and type of vehicles required, acknowledgement obtained from the consignee duly counter signed by the authorized officer for having received the consignment in good condition. The acknowledgement obtained from the consignee shall also indicate the weight of the consignment received and type of vehicle with registration number through which the consignment delivered. Income tax applicable shall be deducted from your bill.

7.3 समय-समय पर लागू कर एवं ड्यूटी का अलग से भुगतान किया जाएगा।
Taxes & Duties shall be paid extra as applicable from time to time.

8. **बीमा :** हमारे कोई भी कंसाइंमेंट का बीमा न किया जाए जब तक ऐसा करने के लिए न कहा जाए और बीमा शुल्क के लिए कोई अतिरिक्त भुगतान का दावा या प्रतिपूर्ति नहीं की जाएगी।
Insurance: None of our consignments shall be insured unless otherwise asked to do so and no additional payment shall be claimed or reimbursed towards insurance charges.

9. **समापन या संविदा का अल्पकालिक समापन:** विभाग के पास संविदा की अवधि के दौरान एक महीने का नोटिस देकर बिना कोई कारण बताए किसी भी समय संविदा का समापन या अल्पकालिक समापन का अधिकार सुरक्षित है।
Termination or Short closing of Contract: The Dept. reserves the right to terminate or Short close the contract at any time during the period of the contract without assigning any reason whatsoever by giving ONE M0ONTH'S notice.

10. **समानांतर/ तदर्थ संविदा:** सैक/इसरो के पास उक्त और समान सेवाओं को प्राप्त करने के लिए संविदा की अवधि दौरान एक से अधिक आपूर्तिकर्ताओं को समानांतर/ तदर्थ संविदा करने का अधिकार सुरक्षित है।
Parallel / Adhoc Contract: SAC/ISRO reserves the right to enter into parallel / Adhoc contract(s) with one or more suppliers during the currency of the contract for availing the same or similar service.

11. संविदा के नियमों के अनुसार किसी भी स्थिति में कार्य के दौरान दुर्घटना के कारण कर्मियों को चोटग्रस्तता और उपकरणों/वाहनों को हुए नुकसान की क्षतिपूर्ति के भुगतान के लिए सैक उत्तरदायी नहीं होगा।
SAC shall not be responsible for payment of compensation to the persons for injuries or for damages of the vehicle involved in accidents while carrying out the works as per the terms of the contract under any circumstances.

12. केवल संविदा प्रदान करने से आपको विभाग से समग्र कार्य प्राप्त करने का अधिकार नहीं मिल जाता है।
Mere awarding of the contract does not entitle you to demand the full scope of work from the Department.

13. **संविदा का उप ठेकेदार:** ठेकेदार को सैक, अहमदाबाद पूर्व में लिखित अनुमोदन लिए बिना किसी अन्य फर्म को किसी भाग के रूप में या संविदा को उप-ठेका, स्थानांतरण या सौंपा नहीं सकेगा।
Subletting of Contract: The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other firm without the prior written approval of SAC, Ahmedabad.

14. अनिवार्य बाध्यता : यदि अनुबंध की निरंतरता के दौरान किसी भी समय अनुबंध के तहत किसी भी दायित्व के किसी भी पक्ष द्वारा पूरे या कुछ हिस्सों का निष्पादन करने में किसी भी युद्ध, शत्रुता, सार्वजनिक शत्रु के कृत्यों, गृहयुद्ध, तोड़-फोड़, आगजनी, बाढ़, विस्फोट, महामारी, संगरोध, प्रतिबंध, हड़ताल, लॉकआउट या दैवीय कृत्य (इसमें इसके पश्चात घटना कहा जाएगा) की वजह से रुकावट अथवा देरी होती है, तो दोनों में से किसी भी पक्ष को इस घटना के आधार पर अनुबंध को समाप्त करने का अधिकार नहीं होगा और किसी भी पक्ष को दूसरे पक्ष के समक्ष इस गैर-निष्पादन या निष्पादन में देरी की वजह से नुकसान के लिए कोई दावा करने का अधिकार भी नहीं होगा, बशर्ते इस तरह की घटना के होने की सूचना दस्तावेज के साथ विधिवत प्रमाणित कर एक पक्ष द्वारा दूसरे पक्ष को घटना की तारीख से 48 घंटों के भीतर दी गई हो।
Force Majeure: If any time, during the currency of this contract the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotions, sabotage, fire, flood, explosions, epidemics, quarantine, restrictions, strikes, lockouts or act of God (hereinafter referred to as events) then provided notice of the happening of any such event is given by either party to the other within 48 hours from the date of occurrence thereof neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have a claim for damages against the other in respect of such non-performance or delay in performance.

15. **मूल्य परिवर्तन खंड :** ठेकेदार द्वारा इस अनुबंध के अंतर्गत उद्धृत दर/शुल्क इस अनुबंध की अवधि के दौरान किसी भी स्थिति में उसके द्वारा अन्य किसी फर्म/पक्ष के साथ किए गए समान अनुबंध की न्यूनतम दरों से अधिक नहीं होना चाहिए। उक्त अनुबंध की अवधि के दौरान, यदि ठेकेदार अन्य किसी व्यक्ति/ संस्थान/ फर्म के लिए दर/शुल्क घटाता है जो विभाग द्वारा दिए जा रहे शुल्क से कम है, तो ठेकेदार इस तरह की कटौती की सूचना सैक, अहमदाबाद को देगा। अनुबंध के तहत देय मूल्य/शुल्क ऐसी कटौती लागू होने की तिथि से घट जाएँगे।

Fall Clause: The rates/charges quoted by the Contractor under this contract shall not in any event, exceed the lowest charges for the similar contract entered into by the Contractor with any other firm/party during the currency of the said contract. During the said period of the Contract, if the Contractor reduces the charges/prices to any other persons/organizations/firm at a charge lower than the amount payable by the Department, the Contractor shall forthwith notify such reduction to SAC, Ahmedabad. The prices/charges payable under the contract shall stand correspondingly reduced from the date of coming into force of such reduction.

16. **मध्यस्थता :** इस समझौते/ अनुबंध के अंतर्गत सभी विवाद, मतभेद, दावों और मांगों को निदेशक, अंतरिक्ष उपयोग केंद्र, अहमदाबाद द्वारा नियुक्त एकल मध्यस्थ को संदर्भित किए जाएँगे। ऐसी मध्यस्थता अहमदाबाद में आयोजित की जाएगी तथा मध्यस्थता और सुलह अधिनियम, 1996 के अधीन एवं उसके द्वारा शासित होगी।

Arbitration: All disputes, differences, claims and demands arising under or pursuant to or touching this agreement/Contract shall be referred to a SOLE ARBITRATOR to be appointed by the Director, Space Applications Centre, Ahmedabad. Such arbitration shall be held in Ahmedabad and shall be subject to and governed by the PROVISIONS of the Arbitration and Conciliation Act 1996.

17. **बयाना राशि जमा (ईएमडी) :** निविदा के साथ ईएमडी के रूप में **रु.2,50,000/- (रुपए दो लाख पचास हजार मात्र)** की राशि जमा की जाएगी, जो लेखा अधिकारी, सैक के नाम किसी भी अनुसूचित बैंक द्वारा उचित राशि के गैर-न्यायिक स्टैंप पेपर पर जारी डिमांड ड्राफ्ट/ बैंकर चैक/ नियत जमा रसीद या बैंक गारंटी के रूप में हो सकती है। बैंक गारंटी के मामले में, यह अंतिम निविदा तिथि से 45 दिन की अवधि तक वैध होना चाहिए। सफल बोलीकर्ता की ईएमडी अनुबंध के नियत प्रदर्शन के लिए सुरक्षा जमा (ब्याज मुक्त) राशि प्राप्त होने के पश्चात लौटा दी जाएगी। अनुबंध की समाप्ति के 30 दिन के भीतर असफल बोलीकर्ताओं की ईएमडी लौटा दी जाएगी। यदि निविदा की वैधता की अवधि के दौरान निविदाकर्ता/ठेकेदार अपनी निविदा में परिवर्तन करता है, या उसे वापस लेता है या निविदा के संबंध में किसी प्रकार का परिवर्तन करता है तो क्रेता द्वारा ईएमडी जब्त कर ली जाएगी। पंजीकृत विक्रेता या पंजीकरण के नवीनीकरण हेतु आवेदन कर चुके विक्रेता, केंद्रीय पीएसयू/पीएसई/स्वायत्त संस्थान, सूक्ष्म एवं लघु उद्योग, केवीआईसी, राष्ट्रीय लघु उद्योग निगम आदि को ईएमडी के भुगतान से छूट दी जाती है।

Earnest Money Deposit(EMD): An amount of **Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only)** to be submitted along with the tender as EMD, in the form of demand draft/Banker's Cheque/Fixed Deposit Receipts or Bank Guarantee from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, drawn in favour of Accounts Officer, SAC. In case of bank guarantee, it shall be valid for a period of 45 days beyond the final tender validity date. The EMD of the successful bidder shall be returned after receiving Security Deposit (interest free) for the due performance of the contract. The EMD of the unsuccessful bidders shall be refunded within 30 days of conclusion of contract. The EMD shall be forfeited by the purchaser, if the tenderer /contractor withdraws or amends his tender or derogates from the tender in any respect; within the period of validity of the tender. Registered vendors or vendors who have already applied for renewal of registration, Central PSUs/PSEs/Autonomous Bodies, Micro and Small Enterprises, KVIC, National Small Industries Corporation, etc., shall be exempt from the payment of EMD.

18. **सुरक्षा जमा (एसडी) :** सफल बोलीकर्ता अनुबंध राशि का 10% सुरक्षा जमा (ब्याज-रहित) बैंक गारंटी के रूप में प्रस्तुत करेगा, जो सैक के नाम किसी भी अनुसूचित बैंक द्वारा उचित राशि के गैर-न्यायिक स्टैंप पेपर पर जारी होगी और क्रय आदेश/ अनुबंध की समाप्ति की तिथि के 60 दिन बाद तक वैध होगी। एसडी के लिए बैंक गारंटी का नियत प्रारूप संलग्न है। अनुबंध के संतोषजनक निष्पादन के बाद निबंधन एवं शर्तों के अनुसार बैंक गारंटी लौटा दी जाएगी। स्थानांतरण और हैंडलिंग प्रचालन के दौरान सैक के कंसाइंमेंट को क्षति होने पर सैक, अहमदाबाद क्षतिपूर्ति के लिए संपूर्ण राशि वसूल करने के लिए स्वतंत्र है। यदि हमारे कंसाइंमेंट को कोई क्षति/नुकसान होता है तो ठेकेदार सैक को संपूर्ण हानि की प्रतिपूर्ति करेगा। सभी दावे अधिमान्यता के 30 दिनों के भीतर सुलझा लिए जाएँगे। अनुबंध तोड़ने की स्थिति में सुरक्षा जमा जब्त कर ली जाएगी।

Security Deposit: The successful bidder shall submit a Security Deposit of 10% of contract value (Interest Free) in the form of Bank Guarantee in favour of SAC for the due performance of the contract from any of the Scheduled/Nationalized Bank executed on non-judicial stamp paper of appropriate value and shall be valid for a period of 60 days beyond the date of the completion of the PO/Contract. The prescribed BG format for SD is enclosed. The SD will be refunded after satisfactory execution of the contract as per terms and conditions. SAC, Ahmedabad is at liberty to recover the entire amount of security deposit for the damage occurred to the SAC consignments during the transportation and handling operations. In case, the loss/damages caused to our consignments, the Contractor shall reimburse the full loss to SAC. All claims shall be settled immediately within 30 days of preferring the claim. In case of breach of contract, the Security Deposit will be forfeited.

19. **लागू कानून :** इस अनुबंध की भारत सरकार के कानूनों के अंतर्गत व्याख्या की जाएगी और यह उसी अर्थ में उसी के द्वारा शासित होगा।
Applicable Law: The contract shall be interpreted and construed and governed by the Laws of India.

20. **न्याय क्षेत्र :** इस अनुबंध के तहत किसी भी मामले की सुनवाई और निर्णय हेतु अहमदाबाद में स्थित न्यायालय न्यायक्षेत्र होंगे।
Jurisdiction: The courts within Ahmedabad will have the jurisdiction to deal with and deciding any matter arising out of the contract.

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मूल्य बोली फार्म **PRICE BID FORM**

निविदा सं.**Tender No.AHAD201900125301**

परिशिष्ट **ANNEXURE II**

1) **बैंगलूरू के लिए** For Bangalore

एक पैलेट का आकार (इंच में): ____**एलएक्स** ____**बीएक्स** _____ **एच, (अधिकतम भार**: ____ **कि.ग्रा.)**

Size of One Pallet (In Inch) : _____L X_____B X_____H, (Maximum Weight:_____Kgs)

आधे पैलेट का आकार (इंच में): ____ **एलएक्स** _____**बीएक्स** ____**एच, (अधिकतम भार**: _____ **कि.ग्रा.)**

Size of Half Pallet (In Inch) : _____L X_____B X_____H, (Maximum Weight:_____Kgs)

****आकार वजन (कि. ग्रा.) की गणना: (लंबाई** x **चौड़ाई** x **ऊँचाई) (से.मी.में)/5000**

**Calculation of Dimensional weight(kg): (length x width x height) (in cm) / 5000.

क्र.सं. **Sr. No.**	अंतरिक्ष उपयोग केंद्र (सैक), से निम्नलिखित स्थानों पर डोर कलेक्शन-डोर डिलीवरी के आधार पर कंसाइमेंट प्रेषण का प्रभार **Charges for dispatch of consignments from Space Applications Centre(SAC) to the following locations on Door collection Door delivery basis**	प्रति कि.ग्रा. दर **Rate per kg** रु.**Rs.**
1	**बैंगलुरू** Bangalore	
2	**हैदराबाद** Hyderabad	
3	**त्रिवेंद्रम** Trivandrum	
4	**नई दिल्ली** New Delhi	
5	**चेन्नई** Chennai	
6	**उपर्युक्त क्र.सं.1 से 5 के लिए कर** Taxes for sl.no.1 to 5 above	

मुहर के साथ प्राधिकृत व्यक्ति के हस्ताक्षर

दिनांक Date:

Signature of Authorized person with seal

परिशिष्ट - III
Annexure III

निविदा सं.**Tender No.AHAD201900125301**

निविदा सं.----------हेतु दस्तावेज प्रस्तुत करने के लिए जाँच सूची
Check list for submission of documents for tender No.....

निविदा खंड.सं. **Tender clause no.**	**विवरण** **Description**	**प्रस्तुत/ प्रस्तुत नहीं ।** **Submitted/Not submitted**
5.1	संपर्क व्यक्ति के नाम, संपर्क सं. सहित अहमदाबाद में पंजीकृत/ शाखा कार्यालय का पता Registered/branch office address in Ahmedabad with contact person name, contact no.	
5.2	स्थापना पंजीकरण प्रमाण-पत्र Establishment registration certificate	
5.3	जीएसटी पंजीकरण प्रमाण-पत्र GST registration certificate	
5.4	संविदा/कार्य आदेश/ कार्य पूर्णता प्रमाण-पत्र की प्रतियाँ Copies of contracts /work orders /work completion certificates	
16.	रु.2,50,000/- की बकाया जमा राशि या छूट प्रमाण-पत्र यदि लागू है। EMD for Rs.2,50,000/- or exemption certificate if applicable.	
3.	परिशिष्ट II के अनुसार मूल्य बोली फार्म Price bid form as per Annexure II	

दिनांक Date:

मुहर सहित प्राधिकृत व्यक्ति के हस्ताक्षर
Signature of authorized person with seal

GENERAL TERMS &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 "Purchase Order/Contract" for supply of stores/services is placed and shall be deemed to include the contractor's successors, representatives, heirs, executors and administrators unless excluded by the Purchase Order/Contract.

c) The term 'Purchase Order / Contract' shall mean the communication signed on behalf of the Purchaser by duly authorized Officer 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, plant, machinery, equipment and services.

d) The terms 'Stores' shall mean the goods and services as specified in the Purchase Order/Contract.

2. EVALUATION CRITERIA

a) During evaluation, Purchaser may request for any clarification and/or additional documents from the bidders.

b) All responsive bids shall be evaluated with a view to select the lowest [L1] bidder who meets the qualification criteria, techno-commercial aspects and shall be compared on a common platform on the basis of total evaluated cost of each offer which will be arrived at by adding the basic price as well as other charges, and all statutory levies/taxes/duties. Maintenance charges shall be taken into account if it forms part of the tender for the purpose of cost comparison. The financial implication shall be considered as the all-inclusive cost to the Purchaser.Evaluation of the bids shall be done on the basis of landing cost to the Purchaser.

c) Purchaser discourages advance payment terms. In case of advance payment, for the purpose of evaluation, interest shall be loaded on the amount so paid as advance for the delivery period quoted as per MCLR of State Bank of India prevailing on the date of tender opening. Further, for any delay in executing the contract, Purchaser shall recover interest on the amount paid as advancefor the delayed period at the MCLR of State Bank of India prevailing on the date of the payment besides other remedies available for breach of the contract.

d) If the quoted prices are in different currencies, then for comparison purpose the offers in foreign currencies will be converted into Indian Rupees based on the exchange rate prevailing on the date of tender opening.

e) If a bidder quotes "NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered.

f) Evaluation of the bids shall not be done on the basis of conditional discounts.

g) Purchaser reserves the right to give preference for procurement of goods in terms of product reservation and preferential / mandatory purchase policy as notified by Government of India from time to time. Bidders claiming any preference shall submit relevant and valid registration certificate alongwith the tender.

h) Purchaser reserves the option to increase / decrease the quantity to the extent of 25% of the tendered quantity.

i) Purchaser reserves the right to accept or reject any quotation in full or part thereof by recording the reasons. The Purchaser shall be under no obligation to accept the lowest or any tender and reserves the right to accept whole or any part of the tender or part of the quantity offered and the bidders shall supply the same at the rates quoted.

j) Purchaser also reserves the right to reject any offer in the event of non-compliance to tender terms and conditions.

3. OFFER VALIDITY

a) The offer should be valid for a minimum number of days, as mentioned below, from the date of opening of the bids.

Global Tender: 120 days
Single Tender / Limited Tender / Public Tender [Single Part]: 90 days
Two Part Tender: 120 days for Part-I & 90 days for Part-II.

During the validity period the bidder shall not revoke or cancel or vary the bid except and to the extent required by Purchaser. Purchaser will make all efforts to finalize the contract within the original bid validity. However, in case the contract is not finalized during the original bid validity then the bidder shall be requested to extend the bid validity.

4. TERMS FOR TECHNICAL-BID & PRICE-BID

a) The price quoted shall be firm and fixed.At the option of the Purchaser, in case of long term contracts where the input cost and other factors are subject to changes, price variation may be accepted as per price variation formula, if specifically mentioned in the tender.

b) Bidders shall note that the entries for rate, taxes & duties, freight and any other levy shall be entered only in the relevant fields as provided in the price bid form / vendor specified terms.

c) If specifically mentioned in the tender document/RFP, only the authorized dealers/agents or their accredited representatives of original manufacturers shall submit the quotation with documentary evidence.

d) All available technical literature, catalogues and other data in support of the specifications and details of the items shall be furnished alongwith the offer.

e) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available, the same shall also be indicated in the offer.

f) Stores offered shall strictly conform to the tender specifications. Deviations, if any, shall be clearly indicated by the bidder in the quotation. The bidder shall also indicate the Make/Model number of the stores offered. Test Certificates, wherever necessary, shall be forwarded alongwith supplies. Wherever options have been called for in our specifications, the bidder shall address all such options.

g) Any drawings, specifications, end use, etc., which are part of the tender document shall not be disclosed by the bidder to any third party.

h) Tender number shall be mentioned in all correspondence.

5. PAYMENT TERMS

a) Normally 100% of the contract/PO value will be made within 30 days of receipt, installation (wherever applicable) & acceptance of the material at Purchaser's site.

b) Other terms of payment like Sight Draft/Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon in case of foreign suppliers.

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

1. Original Bill of Lading / Airway Bill
2. Commercially certified invoices in triplicate, describing the stores delivered, quantity, unit rate and their total value. The invoice should indicate discounts, and Agency Commission if any separately.
3. Packing List showing individual dimensions and weight of packages.
4. Country of Origin Certificate in duplicate.
5. Test Certificate.
6. 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.
7. Warrantee and guarantee Certificate/s.

d) For any Services, payment will be made after satisfactory completion of the services and certification to that effect from the Purchaser.

e) Our Bankers Are State Bank of India (IFSC: 03967), Jodhpur Tekra Branch, Ahmedabad, Gujarat -380 015, India.

f) Any other payment terms offered by the bidders may be considered by the Purchaser provided that all such payments shall be against receipt of the items / completion of service / identified verifiable milestones. Advance payment, if any, shall not exceed 30% of the contract value to private firms and 40% of contract value to a State or Central Government agencies or a Public Sector Undertaking. In case of maintenance contracts, the advance payment shall not exceed the amount payable for 6 months under the contract. Advance payments shall be against Bank Guarantee of equivalent value from any Scheduled Bank in India / International Bank of repute, valid till two months beyond the receipt and acceptance of the product / completion of service.

g) Purchaser shall bear the Bank charges payable to his Bank, the Contractor shall bear the Bank charges payable to their bank.

h) GSTN/UIN No.: 2417IND00002ON2

i) Import Export Code: 0100000011

6. TAXES AND DUTIES

a) Taxes and Duties shall be distinctly shown in the offer.

b) As a Government of India Department, Purchaser is exempted from payment of Octroi and similar local levies. Vendors shall ensure that necessary Exemption Certificates are obtained by them from the Purchaser to avoid payment of any such levies.

c) The Purchaser is eligible for concessional rate of GST as per Notification No. 45/2017-Central Tax (Rate) dt.14.11.2017 and Notification No. 47/2017 dt.14.11.2017-Integrated Tax (Rate) issued by Department of Revenue, Ministry of Finance, Government of India. The necessary certificate will be provided by the Purchaser for the items covered under the said notification.

d) Purchaser is eligible for concessional rate of Customs Duty and IGST on imports as per Notification No. 5/2018-Customs dt.25.01.2018 issued by Department of Revenue, Ministry of Finance, Government of India. For the items covered under the said notification,Purchaser will provide the necessary exemption certificate. Accordingly, prices shall be quoted exclusive of Customs Duty and IGST component.

7. **INDIAN AGENTS**

a) Offers made by Indian Agents on behalf of their Principals should be supported by the PerformaInvoice of their Principals indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.

b) Indian Agents while quoting on behalf of their principals shall attach valid authorization certificate from their Principal/OEM along with the bid.

c) If more than one agent/distributors are involved, a copy of certification from OEM mentioning the specific relationship among the vendors involved shall be submitted along with the bid.

d) In a tender 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.

e) If an Indian agent submits bid on behalf of the Principal/OEM, the same Indian Agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

f) Agency Commission: The percentage / amount of agency commission included in the quoted price and payable to the Indian Agent of foreign suppliers shall be paid directly to the Indian Agent in equivalent Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of Purchase Order and within 30 days from the date of receipt and acceptance of stores. In no case the agency commission shall be paid in foreign exchange.

8. **DELIVERY TERMS AND DELIVERY PERIOD**

a) The delivery terms are to be quoted in terms of latest INCOTERMS.In case of imported stores the normal delivery terms shall be Ex-Works/FOB/FCA (*name of place).* Other terms can also be accepted based on need and suitability. In case of indigenous stores,the quotation should be on FOR-Destination / Door delivery basis.

b) Delivery period shall be specified. In case the tender calls for installation then the bidders shall mention the schedule for supply and installation separately.

c) The date of delivery of the stores stipulated in the Purchase Order/Contract shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.

d) Part shipment is not allowed unless specifically agreed by Purchaser.

e) 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 los/ damage sustained due to the delay in fulfilling this responsibility.

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

9. **MODE OF DESPATCH:**

Generally, stores should be dispatched 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:**

For Air shipments: AHMEDABAD
For Sea Shipments: NHAVASHEVA/Mumbai Seaport

11. **ULTIMATE CONSIGNEE:**

Head, Purchase & Stores,
Central Stores,
Space Applications Centre (SAC),
Ahmedabad

12. **SHIPPING MARKS:**

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

PURCHASE ORDER NO. .....
DATED .....
GOVERNMENT OF INDIA
DEPARTMENT OF SPACE, SPACE APPLICATIONS CENTRE

Destination: .....
Port of Entry: .....

13. **DELAY IN COMPLETION / LIQUIDATED DAMAGES**

If the Contractor fails to execute the Purchase Order within the time specified in the contract/purchase order or any extension thereof, the Purchaser shall recover from the Contractor as liquidated damages a sum of 0.5% of the PO/Contract valueof the undelivered stores for each calendar week of delay or part thereof. The total liquidated damages shall not exceed 10% of the PO/Contract value. Stores will be deemed to have been delivered only when all their components, 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.

14. **FORCE MAJEURE**:

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under the Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given in writing by one party to the other within 15 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 15 days, either party may at its option terminate the contract provided also that the Purchaser shall be at liberty to take over from the Seller at a price to be fixed by Purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Purchaser elect to retain.

14.**(I)EMD (Earnest Money Deposit):**

Bidders shall submit an amount of Rs. 2,50,000.00 with the bid / before the date of tender opening as stipulated in tender schedule towards Earnest Money Deposit (EMD). The EMD shall be submitted in the form of DD/Banker's cheque/Bank Guarantee/Fixed Deposit Receipt (FDR) made in the name of Accounts Officer, Space Applications Centre, and be payable at par at Ahmedabad. Bids received without EMD shall be treated as invalid and shall not be considered. In case of two-part (multi-part) tenders, EMD must be submitted either in separate sealed cover clearly marked as 'EMD against tender no. AHAD 201900125301'. Tenders not complying with this requirement shall be rejected.

The following categories of bidders shall be exempt from paying EMD subject to submission of appropriate documentary evidence with the bid in support thereof (if applicable):

- Vendors already registered / empaneled with SAC as authorized vendors.
- Overseas bidders submitting offers directly without involving an Indian Representative.
- Central PSUs/PSEs and autonomous bodies
- Micro and Small Enterprises
- Khadi and Village Industries Commission
- National Small Industries Corporation
- Any other establishments specifically exempted from paying EMD by an order of the Government of India.

The EMD of bidders who withdraw their bid during the tender evaluation process shall be forfeited. EMD of unsuccessful bidders shall be refunded without interest after the tender has been awarded, within 30 days of the award of the tender.

EMD of successful tenderer may be retained and converted to Security Deposit, if applicable."

15. **SECURITY DEPOSIT**

a) On award of the Purchase Order/Contract the successful bidder shall submit Security Deposit within 15 days of receipt of Purchase Order/Contract, as per the format provided by the Purchaser, for 10% of the Purchase Order value through Bank Guarantee or Fixed Deposit Receipt for satisfactory execution of the Purchase Order. Central PSUs / PSEs / Autonomous Bodies shall be exempted from submitting Security Deposit. However, they shall be required to submit an Indemnity Bond in lieu of Security Deposit.

b) Non-submission of Security Deposit will entail cancellation of Purchase Order and / or forfeiture of EMD and any other action deemed fit by the Purchaser. The Security Deposit will be returned to the Contractor, without any interest, after completion of all Contractual/Purchase Order obligations.

16. ISSUE OF MATERIALS

If provided in the Contract, Purchaser may issue raw materials / semi-finished products / equipment / any other product to the contractor for the purpose of fabrication / repairs / calibration / testing against Bank Guarantee equivalent to the value of the item being issued and valid till receipt of the item by Purchaser.

17. GUARANTEE / WARRANTY

a) The guarantee / warranty period as mentioned in the tender shall be indicated along with the quote. Guarantee/Warranty shall commence from the date of installation and acceptance of the complete equipment supplied under the contract.

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

c) If any defects are discovered therein or any defects therein are found to have developed under proper use, arising from faulty design, material or workmanship, the Contractor shall remedy such defects at their own cost provided the Contractor is called upon to do so by the Purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

d) 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.

e) 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.

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

g) To fulfill guarantee conditions outlined above, the Contractor shall furnish a **Performance Bank Guarantee** (in the format prescribed by the Purchaser) from any Scheduled Bank in India or any Bank of International repute for an amount equivalent to 10% of the value of the Purchase Ordervalid for a period of sixty days beyond the warranty/guarantee period. On the performance and completion of the Purchase Order in all respects, the Performance Bank Guarantee will be returned to the Contractor, without any interest.

h) All the replacement stores shall have guarantee / warrantyfrom the date of receipt & acceptance of the stores at Purchaser's site.

18. PACKING, FORWARDING & INSURANCE

a) The Contractor shall pack and crate all stores for road / rail / sea / air shipment suitable for tropical humid climate in accordance with standard practices and in such a manner so as to protect it from damage and deterioration in transit. The contractor shall be held responsible for all damages due to improper packing.

b) The Contractor shall insure that each box / unit of shipment is legibly 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 the shipment details by fax / email.

d) The Contractor shall give complete shipment information concerning the net & gross weight, size, content of each package, etc. to the Purchaser.

e) Normally the Purchaser does not insure the goods. However, the necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.

f) In tune with the requirement of international plant protection convention of the FAO, UN the following has become mandatory with immediate effect.

1. All packing materials of any kind of plant origin used for packing shall require treatment including hear-kiln treatment at 56 degree centigrade for a minimum of 30 hours of methylbromide fumigation at 48g/cum for 32 hours of chemical impregnation as per international standards.
2. If the consignments are sent without the aforesaid certificate, all demurrages and other charges for treatment etc. will be to the account of the suppliers.
3. This aspect also should be taken care of while submitting the offers.
4. If the packaging material being used for your product does not come under the category "material of plant origin" (i.e. Leaves, grass, wood etc.) Please certify the same in your quote and ignore the above instructions. However, the same should be ascertained at the time of actual shipment if the order is awarded to you.

19. **DESPATCH**

a) The Contractor is responsible for obtaining a clear receipt from the freight forwarder / airlines / transport authorities specifying the dispatch of goods. The consignment should be dispatched with clean Airway Bill / Bill of Lading / Railway Receipt / Lorry Receipt. Purchaser will take no responsibility for short deliveries or wrong supply of goods. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

b) Wherever required, test certificates, warranty/guarantee certificate should be sent along with the dispatch documents.

c) The Invoice should contain Purchase Order No., Invoice No., Invoice Date, Country of Origin.

d) The description, part nos., extended warranty charges, discount, optional accessories, as the case may be, should be clearly mentioned in the invoice and packing list and should be in line with the purchase order. In addition to the ordered items, if any item(s) is supplied the same should also be stated in the invoice & packing list with appropriate remarks and its value shall be declared mentioning "for customs purpose only".

e) The Invoice/Packing list should also provide Item wise net weight (in K.G.) as well as gross weight (in K.G.) of each package.

f) A copy of the Invoice/Packing List to be forwarded to the Purchaser, 5 days in advance before shipment, particularly when the shipment is through Supplier's freight forwarder/courier.

g) Any charges/penalty/demurrage due to non-compliance to the above instructions shall be recovered from the payment due to the Supplier.

20. **DEMURRAGE**

The Contractor shall bear demurrage/penalty charges, if any, incurred by the Purchaser due to delayed presentation of dispatch documents to the Bank / Purchaser or on account of incomplete documents like invoice, packing list, etc.

21. **ACCEPTANCE OF STORES**

a) 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 the 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.

b) 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.

c) 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.

22. **TRAINING:**

The Contractor shall, if required by the Purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel 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.

23. **CONTRACTOR'S DEFAULT LIABILITY**

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

1. If in the judgment of the Purchaser the Contactor fails to make delivery of stores within the time specified in the Purchase Order or within the period for which extension has been granted by the Purchaser to the Contractor.
2. If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of the Purchase Order.

b) In the event the Purchaser terminates the Contract in whole or in part as provided in clause 23 (a), the Purchaser reserves the right to purchase upon such terms and in such a manner as Purchaser 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 clause20 until such reasonable time as may be required for the final supply of stores.

c) If the contract is terminated as provided in clause 23(a), the Purchaser in addition to any other rights provided in the Contract, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner as directed by the Purchaser:

1. Any completed stores
2. Such partially completed stores, drawing, information and contact right (hereinafter called manufacturing materials) 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 and for manufacturing materialdelivered and accepted by the Purchaser.

d) In the event the Purchaser does not terminate the Contract as provided in clause 23(a), the Contractor shall continue the performance of the Contract in which case the Contractor shall be liable to the Purchaser for liquidated damages for delay as set out in clause 13 until the stores are accepted.

24. REPLACEMENT

If the stores of 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.

25. REJECTION

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period specified by the Purchaser, the Purchaser or their representative has, at their discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

26. ARBITRATION

If any dispute or difference or claims of any kind arises in connection with Contract, such dispute or difference or claim shall be referred by either party to the Arbitration. The Indian Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof, rules made there under and for the time being in force shall be applicable to the Arbitration. The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator and the two arbitrators so appointed by the parties shall appoint the third arbitrator who shall act as the 'Presiding Arbitrator'.

Any party shall, after appointing an arbitrator within thirty days of arising of any dispute, request the other party in writing to appoint the second arbitrator. If such other party fails to appoint an arbitrator within thirty days of receipt of the written request to do so, such arbitrator shall at the request of the first party, be appointed in accordance with Arbitration and Conciliation Act, 1996. If the two arbitrators appointed by or on behalf the parties fail to agree on the appointment of the third arbitrator within thirty days of the appointment of second arbitrator and if the parties do not otherwise agree, at the request of either party, the third arbitrator shall be appointed in accordance with Arbitration and Conciliation Act, 1996. If any of the arbitrators fails or is unable to act, his successor shall be appointed by the party or person who originally appointed such in the manner set out in this clause as if he was the first appointment.

The decision of the arbitral tribunal shall be pronounced within four months unless otherwise extended by the parties, and in case of difference among the arbitrators, the decision of the majority shall be final and binding on the parties. The right to arbitrate disputes under this Contract shall also survive even after expiry or the termination of this Contract. The venue of arbitration proceedings pursuant to this clause shall be India at Ahmedabad and shall be conducted in the English language. Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all their obligations under this Contract without prejudice to a final adjustment in accordance with such award. Regarding fee and any other expenses incurred in connection with the arbitral proceedings and the arbitral award, the arbitral Tribunal shall have the discretion to determine (a) whether costs are payable by one party to another; (b) the amount of such costs; and (c) when such costs are to be paid.

27. APPLICABLE LAW

The Purchase Order / Contract shall be governed by Indian Law and jurisdiction shall lie in the Courts of Ahmedabad, Gujarat, India.

28. COUNTER TERMS & CONDITIONS

Counter terms and conditions offered by the bidders shall not be deemed to have been accepted by the Purchaser unless specific written acceptance thereof is obtained from the Purchaser.

29. SECURITY INTEREST

On each item to be delivered under the 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.

30. **RECOVERY OF SUM DUE**

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under theContract against the Contractor, the Purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the Purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the Purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.

31. **LANGUAGE AND MEASURES**

All documents pertaining to the Purchase Order including specifications, schedule, notice, correspondence, operating and maintenance instructions, drawings or other writings shall be written in English language. The metric system of measurement shall be used in the contract.

32. **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 Trademark, and shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of Design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contact.

33. **IMPORTANT NOTE**

If any of the terms & conditions mentioned in this document is contrary to the RFP / Technical documents, then the terms mentioned in RFP / Technical documents shall prevail.

IT WILL BE DEEMED THAT BIDDERS HAVE NOTED AND ACCEPTED THE TERMS& CONDITIONS OF THE TENDER.

34. **TERMINATION**

Under the normal circumstances, Termination/Short Closing of the Contract is not foreseen. However, SAC reserves the right to terminate the Contract in whole or in part by giving 30 days' prior notice under the following circumstances:

1. For repeated non-performance in the execution of Contract.
2. If the Service Provider is found to have made any false or fraudulent declaration of statement toobtain the Contract or found to be indulging in unethical or unfair trade practices.
3. When both the Parties mutually agree for termination.
4. If the Contractor fails to perform any other obligations under the Contract.
5. If the Contractor becomes bankrupt or otherwise insolvent.
6. Owing to deficiency of service, breach of Contract.
7. For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/ integrity, etc., at any point of time during the Contract period.
8. Any special circumstances, which must be recorded to justify the Cancellation of the Contract.