

	<b>LPG EQUIPMENT RESEARCH CENTRE</b> <b>DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA</b>	
	Name of Work	Supply, Installation and Commissioning of Spark Emission Spectrometer at LERC, Bangalore
	Tender No.	LERC/PT-166/23-24

To,

The Tenderer

Subject: - **“Supply, Installation and Commissioning of Automated Customisable Spectrometer at LERC, Bangalore”**

Following documents forming a part of the mentioned tender in **TWO BID** are enclosed:

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**NOTE: THE TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE ENVELOPES BY THE TENDERER DULY SIGNED AND STAMPED ON ALL PAGES ALONG WITH THE DD FOR TENDER FEE AND EARNEST MONEY DEPOSIT.**

Seal

Tenderers Signature

	<b>LPG EQUIPMENT RESEARCH CENTRE</b> <b>DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA</b>	
	Name of Work	Supply, Installation and Commissioning of Spark Emission Spectrometer at LERC, Bangalore
	Tender No.	LERC/PT-166/23-24

## NOTICE INVITING TENDER


LERC invites Sealed Tenders in TWO BID System (Part A: **Technical-Bid** with Commercial Terms and Part B: **Price-Bid**) from Company, partnership / proprietorship firm, meeting the minimum PQC (pre-qualification criteria) for award of contract for “**Supply, Installation and Commissioning of Automated Customisable Spectrometer at LERC, Bangalore**”

### I. TENDER SCHEDULE

1	Tender No	LERC/PT-166/23-24
2	Name of the work	Supply, Installation and Commissioning of Automated Customisable Spectrometer at LERC, Bangalore
3	Cost of Tender Documents	Nil. Tender form will be allowed for downloading from LERC portal from 30-11-2023 @ 10:00 hrs to 17-12-2023 @ 10:00 hrs
4	Earnest Money Deposit (EMD)	Rs. 1,03,000/-.
5	Mode of payment of EMD	EMD to be paid in form of DD drawn on a Bank in India in favour of LPG Equipment Research Centre payable at Bangalore and shall be enclosed along with the Tender Bid.  Small Scale Units registered with NSIC, MSME and Central/State PSUs will be exempted for submission of EMD, provided party is registered for the similar nature of works as in the tender. In this case, tenderer has to upload a copy of the exemption certificate along with the technical bid and same shall be verified at the time of document verification on given date. However, LERC reserves the right for rejection of the tender if the certificate submitted by the tenderer is found unsatisfactory for exemption of EMD. No interest will be paid on EMD.
6	Sale of tender documents	Tender documents to be downloaded from the website <a href="http://www.lerc.co.in">www.lerc.co.in</a> or can be directly purchased from LERC office.
6.1	Downloading Starts on	30-11-2023 @ 10:00 hrs
6.2	Pre-bid meeting	07.12.2023 @ 14:00 hrs
6.3	Downloading closes on	17.12.2023 @ 10:00 hrs

Seal

Tenderers Signature

	<b>LPG EQUIPMENT RESEARCH CENTRE</b>	
	<b>DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA</b>	
	<b>Name of Work</b>	<b>Supply, Installation and Commissioning of Spark Emission Spectrometer at LERC, Bangalore</b>
<b>Tender No.</b>	<b>LERC/PT-166/23-24</b>	

6.4	Last date and time for submission of tender documents.	17.12.2023 @ 10:00 hrs in the tender box at LERC
6.5	Date and time of opening of tender (Technical/Commercial Bid Only)	17.12.2023 @ 14:00 hrs
7	Verification of original documents	Successful bidder (L-1) shall be required to present their original documents to the tender inviting authority. The same shall be intimated later through E-Mail.
8	WORK COMPLETION TIME	6 WEEKS from the date of issue of the Purchase Order
9	Validity of Offer	6 months from the date of opening of the tender
10	Contact person	Mr. Subrat Kumar Panigrahi General Manager (LERC) Tel: 080 – 25612257/25613145/25614035 Ext: 206 E-Mail: <a href="mailto:Subrat@lerc.co.in">Subrat@lerc.co.in</a>

Complete tender documents should reach **Senior Manager (LERC), LPG Equipment Research Centre, OPP ITI Main Gate, Dooravaninagar, Bangalore - 560016** before due date and time of submission mentioned above.

‘**Technical & Commercial Bid**’ will be opened on respective due date and time in presence of Bidders, if the tenderer wishes to attend the tender opening, at the above-mentioned address. The date and time for Price Bid opening will be informed to the tenderer who will qualify in the Technical Bid. LPG Equipment Research Centre reserves the right to accept/reject any or all tenders without assigning any reasons whatsoever.


**LPG Equipment Research Centre, Bangalore, is** registered with Department of Scientific & Industrial Research (DSIR) for purposes of availing customs duty exemption in terms of Govt. Notification Number 24/2007-Customs dated 01.03.2007 and central excise duty exemption in terms of Govt. Notification Number 16/2007-Cental Excise dated 01.03.2007. This may be noted while quoting.

NOTE:

- **DEMAND DRAFT TOWARDS EMD & TENDER FEE SHALL BE DRAWN ON A NATIONALIZED BANK IN INDIA AND SHALL BE ENCLOSED ALONG WITH THE TECHNICAL BID. TENDER SUBMITTED WITHOUT EMD & TENDER FEE, UNTIL & UNLESS EXEMPTED, WILL BE REJECTED.**
- **TECHNICAL BID SHALL NOT SHOW ANY CLUE / INTIMATION OF PRICE. SUCH TENDERS SHALL BE REJECTED AND INTIMATION WILL BE GIVEN TO REJECTED TENDERERS.**

Seal

Tenderers Signature

	<b>LPG EQUIPMENT RESEARCH CENTRE</b>	
	<b>DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA</b>	
	<b>Name of Work</b>	<b>Supply, Installation and Commissioning of Spark Emission Spectrometer at LERC, Bangalore</b>
<b>Tender No.</b>	<b>LERC/PT-166/23-24</b>	

II. **CHECKLIST:**

SL. NO	ITEM	LERC's REQUIREMENT	CONFIRMATION / DETAILS FROM TENDERER
1	Tender Fee	Nil.	
	Mode of Tender Fee	DD / Bankers Cheque (To be confirmed) Yes / No	
	Details of Tender Fee	No., Date & Bank	
2	Earnest Money Deposit	Rs. 1,03,000/- DD to be enclosed in a separate cover	
	Mode of EMD	DD only (To be confirmed) Yes / No	
	Details of EMD	No., Date & Bank	
3	Income Tax assessment order / acknowledgement of filing income tax returns	To be submitted for the last three years i.e., 2020-2021 , 2021-2022 & 2023-2023 (Yes/ No)	
4	Validity of tender	<b>Six months – To be confirmed (Yes/ No)</b>	
5	Completion time	6 weeks from date of Work Order – To be confirmed (Yes/ No)	
6	All particulars furnished in Statement of Credentials	To be confirmed (Yes/ No)	
7	Tender documents have been signed on all pages with seal & submitted	To be confirmed (Yes/ No)	
8	Confirm that there are no deviations from tender conditions	To be confirmed (Yes/ No)	
9	Confirm that the Price bid does not contain any condition	To be confirmed (Yes/ No)	
10	Confirm that the rates have been expressed in both figures and words.	To be confirmed (Yes/ No)	
11	Confirm whether the tenderer opts to supply the equipment directly from foreign supplier.	To be confirmed (Yes/ No)	
12	Proposed Mode of SD Payment	DD / Bank Guarantee – To be confirmed	

Seal

Tenderers Signature



**LPG EQUIPMENT RESEARCH CENTRE**  
**DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA**

**Name of Work**      **Supply, Installation and Commissioning of Spark Emission Spectrometer at LERC, Bangalore**

**Tender No.**            **LERC/PT-166/23-24**

13	Power of Attorney when the person signing the tender / agreement is not the sole proprietor or authorized representative of the company	To be submitted (Yes/ No)	
14	Copy of the Undertaking as per the format given in Page No. 15 in the Company Letter duly signed by the Authorized Representative.	To be submitted (Yes/ No)	
15	Confirm that Technical Bid shall not contain any clue of information of Price.	To be confirmed (Yes/ No)	
16	Declaration by vendor for his capability to supply the equipment under consideration	To be confirmed (Yes/ No)	

Seal

Tenderers Signature

	<b>LPG EQUIPMENT RESEARCH CENTRE</b>	
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	<b>Name of Work</b>	<b>Supply, Installation and Commissioning of Spark Emission Spectrometer at LERC, Bangalore</b>
	<b>Tender No.</b>	<b>LERC/PT-166/23-24</b>

### III. PRE-QUALIFICATION CRITERIA:

Tenderers who are willing to quote rates in the Two Bid Tender should fill in the below mentioned details along with the bid.

A) **Details of Similar Order executed in the last 5 years:** For experience, the order executed by the bidder (other than startups), during any of the last 5 years up to the last day of the month previous to the one in which the tender is being invited, should be provided as below:

- ✓ Three similar Spark Emission Spectrometer system completed orders (on landed cost basis) each costing not less than Rs. 30,79,800.00 Supply, Installation and Commissioning.

SN	PARTICULARS	Order No. 1	Order No. 2	Order No. 3
a.	Client's Name, Address, Telephone/Fax Nos. Please also indicate responsible person's name, telephone number and email.			
b.	Purchase Order ref., date & value of purchase order (in Rs. Crores). Enclose copy of P.O.			
c.	Quantity & Place of supply.			
d.	Details of Equipment supplied.			

Seal

Tenderers Signature



**LPG EQUIPMENT RESEARCH CENTRE**  
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e.	Scheduled time of completion.			
f.	Date of completion			
g.	Performance report enclosed – Yes / No.			

**OR**

- ✓ Two similar Spark Emission Spectrometer completed orders (on landed cost basis) each costing not less than Rs. 41, 06,400.00. Supply, Installation and Commissioning.

SN	PARTICULARS	Order No. 1	Order No. 2
a.	Client's Name, Address, Telephone/Fax Nos. Please also indicate responsible person's name, telephone number and email.		
b.	Purchase Order ref., date & value of purchase order (in Rs. Crores). Enclose copy of P.O.		
c.	Quantity & Place of supply.		
d.	Details of Equipment supplied.		
e.	Scheduled time of completion.		

Seal

Tenderers Signature

	<b>LPG EQUIPMENT RESEARCH CENTRE</b> <b>DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA</b>	
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f.	Date of completion		
g.	Performance report enclosed – Yes / No.		

**OR**

- ✓ One similar Spark Emission Spectrometer completed orders (on landed cost basis) each costing not less than Rs. 51,33,000.00 Supply, Installation and Commissioning.

SN	PARTICULARS	Order No. 1
a.	Client's Name, Address, Telephone/Fax Nos. Please also indicate responsible person's name, telephone number and email.	
b.	Purchase Order ref., date & value of purchase order (in Rs. Crores). Enclose copy of P.O.	
c.	Quantity & Place of supply.	
d.	Details of Equipment supplied.	
e.	Scheduled time of completion.	

Seal

Tenderers Signature



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f.	Date of completion	
g.	Performance report enclosed – Yes / No.	

**B) Business Turnover of the Company:** The annual turnover of the Tenderer (other than startups) during any of the three preceding financial years should be at least Rs. 30 lakhs, where completion period is more than a year. In other cases, where completion period is less than a year, the annual turnover should be at least Rs. 30.0 lakhs, in any of the three preceding financial years. Vendor to give details of the annual turnover for the last three financial years in the table below.

Sl. No	FINANCIAL YEAR	TURNOVER IN	VALUE IN INR
1	2020-2021		
2	2021-2022		
3	2022-2023		

Minimum Criteria for Similar Works & Turnovers is Nil for Startups.

**C) Vendor Capability:** Vendor must have a proven capability to manufacture / supply the materials / equipment. The vendor to give a declaration for their capability to supply the equipment under consideration.

**D) 1. Name and Address of the Tenderer:**

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2. E-Mail Address : \_\_\_\_\_

3. Telephone Nos.: \_\_\_\_\_

4. Name of Contact person: \_\_\_\_\_

Seal

Tenderers Signature



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**E) Type of Tenderers Firm:**

1. Sole Proprietorship? \_\_\_\_\_  
(Name of Proprietor)
2. Partnership Firm? 1. \_\_\_\_\_  
(Name of Partners) 2. \_\_\_\_\_  
3. \_\_\_\_\_
3. Public or Private Limited Company? 1. \_\_\_\_\_  
(Names of Directors) 2. \_\_\_\_\_  
3. \_\_\_\_\_

**F) Details of Arbitration Proceedings in the past and present involving Tenderer, if any:**

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**G) Information about Tenderer: Vendors to furnish information as required below.**

<b>S/N</b>	<b>Particulars</b>	<b>Details</b>
1	No. of similar Spark Emission Spectrometer Systems presently installed in India	
2	Present setup in India for providing service support for the systems:	

Seal

Tenderers Signature



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i.	Address of nearest service location to Bangalore.	
ii	No. of Service Engineers.	
iii	Details of Service Engineers	
3	Name and contact details of responsible person at nearest service location	
4.	Maximum time required for attending to complaints received from location	
5	Please confirm availability and supply assurance of spares for the Spark Emission Spectrometer for a minimum period of 10 years after the warranty period.	
6	Please confirm software support for the Spark Emission Spectrometer for the next 10 years after the warranty period.	


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H) **Clientele List:** Vendor to provide a list of their reputed clientele

S/N	Name of Clientele

Seal

Tenderers Signature

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#### IV) Pre-Qualification Documents:

1. **PAN CARD:** Bidder should have valid PAN Number (self-attested copy of PAN card to be uploaded). PAN card should be in the name of Proprietor or the Firm participating in the tender. To be submitted along with the Tender.
2. **Annual turnover:** Authenticated Copy of pages having (a) Profit & Loss Statement and (b) Balance Sheet from audited annual report for the last 3 financial years to be submitted.
3. **Registration of GST:** GST certificate issued by the authority in the name of bidder. To be submitted along with the Tender.
4. **Acceptance of tender:** Undertaking by the tenderer to be submitted as per the given format
5. The equipment under supply shall meet the Technical Specifications as given in the Tender Document.
6. The Tenderers shall have supplied minimum 1 number similar electro automated customizable equipment in India.
7. The Tenderer shall have service and support in Bangalore or in Southern Region to avoid any delay in attending to the equipment.

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## V. Evaluation Criteria:

**Mode of selecting tenderers:** The following evaluation criteria will be followed: -

1. This tender is floated in two-bid system i.e., Technical bid & Price bid. Technical bid will be opened first, on scheduled date & time and will be evaluated. Price bids of the Bidders, who have qualified in technical bid based on our evaluation, will be opened subsequently on notified date. Tenderers may witness tender opening on the announced date if they wish so.
2. The tenderers have to quote in Indian Rupee (INR). The equipment to be maintained at LERC by the vendor for 01 years (01-year warranty with minimum 4 visits from the Service Engineer for Calibration & Maintenance) from the date of installation / commissioning without any further additional cost, other than what has been quoted in the price bid.
3. After opening of price bid of technically qualified bidders, the tender shall be evaluated based on the total financial outgo. The ranking will be done based on quoted rates in price-bid and successful tenderer shall be selected accordingly based on the lowest financial implication for the equipment which would include the final equipment cost along with accessories. The tenderer has to provide the following: Spark Emission Spectrometer (along with Argon Purifier and other subsidiaries) installation, commissioning, training of handling and maintenance of complete system for 01 year of Warranty. The total financial implication arrived at shall be the sole criteria for deciding the L1 bidder.
4. The entire order shall be awarded to only one party.

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## UNDERTAKING BY THE TENDERER(S)

NAME OF WORK:

Tender No.:

We confirm that we have submitted the documents in the tender as specified in the Tender Document.

We \_\_\_\_\_  
 (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event of award of contract to us, the complete tender document shall be considered for constitution of Contract Agreement.

We \_\_\_\_\_ (Name of Tenderer) hereby certify that we have not tampered any documents of tender and understood the meaning of tempering of documents. We have read thoroughly special instructions to the bidder for participating in the tender given in tender documents.

We \_\_\_\_\_ (Name of Tenderer) hereby certify that we are not in the Holiday List / Blacklist for any of the Three Oil Marketing Companies (i.e., Indian Oil Corporation Limited, Bharat Petroleum Corporation Limited and Hindustan Petroleum Corporation Limited).

### **SIGNED FOR AND ON BEHALF OF TENDERER(S)**

**Name of Tenderer(s)**

**Date:** \_\_/\_\_/\_\_\_\_

**Place:**

**Seal & Signature of Tenderer**

**NOTE: This declaration should be signed by the Tenderer's authorized representative ON COMPANY LETTERHEAD who is signing the Bid and the copy to be submitted as a part of tender document.**

Seal

Tenderers Signature





	<b>LPG EQUIPMENT RESEARCH CENTRE</b>	
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## **IMPORTANT GUIDELINES TO TENDERERS**

### **1. Submission of Tenders:**

1.1 LERC has issued Tender in following parts:

- Part A: Technical & Commercial
- Part B Price Bid

1.2 The tender shall be submitted in sealed master envelope containing two separate sealed envelopes, namely 'Technical **Bid (A)**' and '**Price Bid (B)**' as under:

1.3 The technical bid cover (marked A above) shall contain following:

- Complete technical bid document in original, duly filled in and signed on each page and stamped wherever required.
- Tender Fee Instrument in original
- Earnest Money Instrument in original
- Income Tax Assessment Certificate/ Return for last 3 years
- Documents required to be submitted by the tenderer as per requirements listed in the technical bid document above and checklist therein.
- Any other relevant document, as applicable, however it shall not contain any clue / information of the price of the equipment, which may lead to rejection of tender.

1.4 **Earnest Money Deposit** (other than startups): This is a prerequisite for consideration of the tender as set out in the Particular Conditions of Contract. Earnest Money can be paid by the mode specified Conditions of Contract. Care shall be taken to ensure that the EMD instrument is enclosed in the cover for Technical Bid and not by any chance in the cover for Price Bid, failing which the tender shall be rejected.

1.5 The Price bid cover shall contain only Schedule of Rates duly filled in. Price bid cover shall not contain any other document or any conditions

1.6 It is mandatory for every tenderer to fill all the documents as set out in the tender document irrespective of their earlier association with LERC.

1.7 Any conditional / incomplete offer or failure to follow above instructions shall lead to disqualification even at the opening of bids.

1.8 All the Pages shall be signed by tenderer with seal. All entries must be in permanent ink or typed. No alteration in the tender will be allowed after opening.

1.9 The tenderer shall ensure that completed tender is delivered to or dropped in the tender box provided at the premises of **LPG Equipment Research Centre, OPP ITI Main Gate,**

**Seal**

**Tenderers Signature**

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**Dooravaninagar, Bangalore - 560016** before the closing hours as mentioned in Notice Inviting Tender (NIT). Late receipt of tenders on any account shall be treated invalid and hence, will not be opened.

**2.0 Opening Of Bids:**

- 2.1 Technical & Commercial Bids shall be opened on **17.12.2023 @ 14:00 hrs (IST)** in presence of attending tenderers, if any.
- 2.2 After scrutiny of the Technical Bids, the eligible Bidders who meet all Technical requirements shall be notified through E-Mail regarding the date and time for opening the price bid. Unsuccessful tenderers shall be intimated after finalisation of the tender and no correspondence shall be entertained thereafter.
- 2.3 The offers shall be kept valid for **six months from the date of opening of bids.**
- 2.4 **LERC shall not be bound to accept lowest or any tender and reserve the right to accept one or more tenders in part. The decision of LERC in this regard shall be the final.**
- 2.5 LERC reserves the right to negotiate with the tenderers. The tenderer shall confirm the negotiations within the stipulated time, if the tenderer fails to comply; LERC reserves the right to reject the tender at their discretion.
- 2.6 LERC reserves right to accept any tender in whole or in part without assigning any reasons, at the quoted rates.
- 2.7 Tenderers will have to attend concerned office of LERC for negotiations / clarifications as required in respect of their quotation without any commitment from LERC.
- 2.8 Clarifications with respect to tender, if any, shall be obtained from LERC.
- 2.9 Any sort of canvassing by the tenderer shall result into outright rejection of their offer.
- 2.10 **Pre-Bid Conference with tenderers shall be held on the date and time mentioned in NIT** at the LERC office whose address is given in Clause Number 1.9 above. Vendors should plan their schedule accordingly

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## **INSTRUCTIONS TO TENDERER - PARTICULAR CONDITIONS OF CONTRACT**

### **1.0 SUBMISSION OF TENDER**

1.1 Tender documents should be submitted in the prescribed tender schedule form supplied by LERC. The tender documents and subsequent communications, if any, should be put in the cover supplied by LERC (Sealed with wax), boldly super scribed on the outer cover, the tender no., closing date and time and submitted to the concerned authority as laid down in the tender document.

1.2 The tender can be dropped in the tender box kept in the concerned authority's office at LERC. The tender should reach the concerned authority as laid down in the tender form before due date and time.

**1.3 TENDER DOCUMENTS ARE NOT TRANSFERABLE.**

**1.4 TENDERS RECEIVED LATE SHALL BE SUMMARILY REJECTED.**

### **2.0 STUDY OF TENDER DOCUMENTS:**

2.1 Tenderers should study the tender documents carefully and understand the contract conditions, specification, etc. before quoting.

2.2 If there are any doubts, they should get clarifications, before the due date but this shall not be a justification for late submission of the tender or extension of opening date.

2.3 The tenders should strictly be in accordance with our specification, terms and conditions. The equipment should not only match our specification/requirement but can be improved upon. The same can be indicated separately by bidder in the technical bid. The superiority / improvement in specification is not a criteria for selection.

### **3.0 FILLING OF TENDER DOCUMENTS**

3.1 The tenderers shall quote the rates for all items in the price bid schedule only. All the rates given in the tender schedule should be expressed both in **FIGURES AND WORDS**. Tenders which do not contain rates in words shall be treated as incomplete and rejected.

- Where there is a difference between, the rates in words and figures, the rate, which corresponds to the amount worked out by the tenderers shall be taken as correct.
- The rates quoted by the tenderers in figures and words tallies but the amount is incorrect, the rates quoted by the tenderers shall be taken as correct and not the amount.
- When it is not possible to ascertain the correct rate, in the manner prescribed above the rate as quoted in words shall be adopted.
- If the rates are not quoted in words, the offer shall be summarily rejected.

Seal

Tenderers Signature

	<b>LPG EQUIPMENT RESEARCH CENTRE</b>	
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- 3.3 All entries in the tender documents should be in Ink/Typed. All corrections should be attested by full signature of the tenderers. Corrections wherever necessary should be made by scoring out the wrong words/figures by drawing a line across them and attesting these with full signature. These shall not be erased or overwritten.
- 3.4 Use of white/erasing fluid for correcting the rates is banned. Wherever the rates are corrected with white/erasing fluid, the bids may be summarily rejected.
- 3.5 Every page of Tender Documents shall be signed by the Tenderers at the end of last entry thereon.
- 3.6 Tenderers must distinctly understand that they will be strictly required to conform to the conditions of this contract as contained in each of its Clause Numbers and the plea of CUSTOM PREVAILING will not on any account be admitted as an excuse on their part for infringement of any of the conditions.
- 3.7 Tender should be strictly in accordance with specifications and other tender documents.
- 3.8 **Any offer, which does not comply with the tender conditions or contains counter conditions in respect of delivery schedule will be treated as invalid.** Tenderers signature on the technical bid is considered total acceptance of the terms and conditions. However, if tenderers wish to give any additional information, the same may be given in a separate covering letter.
- 3.9 **The quoted rates shall be valid for a period of six months from the date of opening of Bid.**
- 3.10 Tenderer must not resort to unsolicited revision of Tender Document. Any type of unsolicited revision will disqualify the tenderer.
- 3.11 If the successful tenderer, during specified time period, fails to accept the Letter of Intent (LOI), Purchase order, placed at his original quoted rates or subsequently negotiated rates, as the case may be, the tenderer shall not be qualified in future tenders and other suitable action may be taken as deemed necessary by the organization.
- 3.12 Once the tender is accepted and the Letter of Intent (LOI)/ Purchase order is placed on the successful tenderer; the validity will remain same till completion of contract in all respects. No escalation in the cost of materials, labour, transportation shall be entertained at any stage of the contract till the job is completed in all respect.
- 3.13 Incomplete tenders, conditional tenders or tenders not conforming to the terms and conditions prescribed in the tender documents are likely to be rejected.

Seal

Tenderers Signature

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3.14 **LERC is not bound to accept the lowest tender and reserve the rights to reject any or every tender or split the order without assigning any reason whatsoever and/or to carry out negotiations with the vendors in the manner considered suitable to LERC.**

3.15 **Any terms and conditions attached/printed overleaf of the tenderers offers will not be binding on LERC.**

3.16 All the data must be filled up in the formats provided with Tender Document, bidders should not reproduce any annexure or this document to fill the data.

**3.17 PRE-BID CONFERENCE:**

Pre-Bid Conference will be held **at LPG equipment Research Centre, Bangalore on the date mentioned in NIT.** The tenderers shall send their representatives with authorisation letter to sign the minutes of Pre-Bid Conference and they shall be in a position to take decision on Techno-Commercial terms. Tenderers may please note that LERC may not give any time for the tenderers to take decisions later on.

3.18 **The Technical & Commercial Bids should be received by LERC at the designated address mentioned, before 17.12.2023 @ 10:00 hrs.** The bids, which are received after the above-mentioned date and time, are liable to be rejected at the discretion of LERC. The bids, which are not sealed as indicated above, are also liable to be rejected. LERC will not be liable for Postal/Courier delay, non-receipt/non-delivery of documents, loss of documents in transit, etc.,

**4.0 EARNEST MONEY DEPOSIT:**

4.1 The earnest money for this tender shall be paid as per details given in “Particulars of Earnest Money Deposit”. No interest shall be paid on EMD.

4.2 The **EARNEST MONEY** must be submitted in the following manner:

4.2.1 By a crossed Demand Draft issued by a Scheduled Bank in India, in favour of LPG Equipment Research Centre payable at Bangalore. Outstation Pay Order/DD will not be accepted.

4.2.2 The acceptable financial instruments towards Earnest Money Deposit should be submitted along with the Tender Document.

4.2.3 If Earnest Money is not deposited on/before the closing Date and Time of the Tender or not enclosed with Technical Bid then, the Tender will not be considered.

4.2.4 **CHEQUES OR CALL DEPOSITS SHALL NOT BE ACCEPTED TOWARDS PAYMENT OF EARNEST MONEY DEPOSIT.**

**Seal**

**Tenderers Signature**

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4.2.5 Tenderers, who are **registered with Govt. Departments**, are **not exempted** from payment of Earnest Money Deposit (EMD). Only the following establishments are exempted from payment of Earnest Money Deposit.

a. **Public Sector undertaking** - State or Central

b. **Small Scale Industrial Units** – Registered with MSME & National Small-Scale Industries Corporation (NSIC). However, the registration certificate issued by NSIC should be valid on the date of consideration of tender and should cover items/works tendered while seeking exemption from payment of EMD by SSIUs. The item tendered for shall be listed in the NSIC Certificate.

4.2.6 An attested legible photocopy of valid Registration Certificate with NSIC should be attached to the tender documents, while submitting the same to LERC. Original registration certificate should be produced for verification as and when demanded.

4.2.7 The registration of firm with **DGS&D** will **not be an exemption** from payment of EMD.

4.3 No interest shall be paid for deposits in any form.

4.4 If instrument towards EMD is submitted in any manner other than aforesaid, the tender shall be treated as **“Submitted without EMD”** and as such shall be rejected.

4.5 Earnest Money Deposit will be returned to the unsuccessful tenderer after the issue of work / purchase order and submission of Security Deposit by the successful tenderer.

4.6 The tenderer will have to furnish the information regarding the Earnest Money Deposit in “Particulars of Earnest Money Deposit” in the format given in Bid while submitting the Tender.

4.7 Requests for adjustment of pending bills or credit towards Earnest Money will not be entertained.

4.8 **Refund of EMD** - The EMD paid against a tender is refundable to the disqualified and unsuccessful tenderers on finalisation of the Tender and on placement / acceptance of order by the successful tenderer. It is not necessary to receive a request from the Unsuccessful Tenderer for refund of EMD. Refunding of EMD to a successful tenderer will only be on compliance of Security Deposit Clause Number of the Purchase Order and acceptance of Purchase Order and execution of the Agreement.

4.9 **EMD is liable for forfeiture in the event of:**

a) Withdrawal of offers while they are under consideration during the validity period.

b) Non-acceptance of the orders when placed.

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- c) Non-confirmation of acceptance of orders within the stipulated time after placement of orders.
- d) Any unilateral revision made by the tenderer during the validity period of the offer

## 5.0 SECURITY DEPOSIT

5.1 The successful tenderer shall within **5 days from the date of issuance of Letter of Intent/Purchase Order** have to make payment against Security Deposit as detailed below: -

5.2 Security Deposit amount shall be equivalent to 10 % of the value of the purchase order

5.3 Method of payment of the Security Deposit of the Tenderer shall be as under:

- a. Pay Order or DD of scheduled/Nationalised Banks in favour of LPG Equipment Research Centre payable at Bangalore.

OR

- b. Bank Guarantee (BG) - The entire amount of Security deposit should be covered by BG and such BG should be submitted before stipulated time as mentioned in 5.1 above. The validity of such BG should be three months after the schedule date of delivery as per Purchase order. The BG should be sent to LERC directly from the **BANK**. No interest will be allowed on SD. In case of delayed completion, the validity of SD shall be extended accordingly failing which the same shall be forfeited

If requested by successful Tenderer (who is not under MSME or NSIC category), the EMD can be converted to SD.

5.4 No claim shall lie against LERC in respect of interest on cash deposit or depreciation thereof. LERC shall be entitled to deduct from the deposit any loss or damage which LERC may be put to by reason of any act or default recoverable by LERC from the Vendor and to call upon the Vendor to maintain the deposit at the original limit by making further deposits.

5.5 In the event of the Tenderer failing to make and maintain a security deposit in the manner aforesaid, be liable to forfeit any moneys lodged with the tender by him and LERC shall be entitled to cancel the acceptance of the tender.

5.6 **The refund of security deposit:** - The security deposit will be released only on receipt of performance bank guarantee.

5.7 The small-scale industries units registered with MSME & NSIC will be allowed exemption from payment of Security Deposit up to the monetary limit as specified by the MSME & NSIC in the Registration Certificate issued on SSIUs. However, they will have to give a warranty on stamp paper of Rs. 100/-.

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5.8 **Forfeiture of SD:** - All sums of compensation or other sums of money payable by the vendor may be deducted from SD. In the event of SD being reduced from the original quantum due to recoveries as aforesaid the vendor shall within 15 days of recoveries, make good deficiency in SD either by cash or by way of Demand Draft.

5.9 Tenderers are advised not to enclose unwanted and unasked documents with the tender. Any such documents if received shall not be considered.

**6.0 PERFORMANCE BANK GUARANTEE**

6.1 On dispatch of the Equipment's, by way of Bank Guarantee, the vendor shall Guarantee that all materials used in execution of the Purchase Order shall be in strict compliance with characteristics, requirements and specifications agreed upon and that the same shall be free from any defects. The Performance Bank Guarantee to be submitted latest by the time of installation of equipment at LERC.

6.2 The Vendor will guarantee that all materials and Equipment's shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of materials, workmanship or smooth and rated operation for a period of 1 year (01 year warranty) after commissioning.

6.3 The guarantee period for the part that may be altered, repaired, or replaced shall be for a **period of 1 year (01-year warranty)** from the date on which the same is put in service.

6.4 Acceptance by LERC or its inspectors of any equipment and materials or its replacement will not relieve the Vendor of its responsibility of supplying the equipment/materials strictly according to the specification and according to the guarantees agreed by the Vendor.

6.5 The vendor shall furnish a Performance Bank Guarantee for **10 % value of the Purchase order at the time of installation of the equipment**. This Bank Guarantee shall remain in force for the entire period covered by the Performance Guarantee i.e **One (1) year**. It will be responsibility of the Vendor to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by LERC either in full or in part in terms of the Performance Guarantee shall be made good by the Vendor within one week thereof.

6.6 **PROFORMA FOR BANK GUARANTEE:** The above guarantees for Security Deposit and Performance Bank Guarantee shall be as per the format/proforma supplied by LERC.

**7.0 DEDUCTION OF TAX AT SOURCE:**

7.1 Tax will be deducted at source as applicable under Govt. of India's Taxation norms as applicable.

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**8.0 CLARIFICATIONS/NEGOTIATIONS:** - Tenderers will have to attend Office of LERC for negotiations and for giving clarifications, if any, as required by LERC in respect of their quotations without any commitment on the part of LERC. All clarification correspondences / negotiations shall form a part of the tender / contract.

**9.0 ACCEPTANCE OF TENDER BY LERC:**

LERC also reserves its right to allow Price/Purchase preference to Central Public Enterprises as admissible under the existing Govt. Policy. The decision of LERC in this connection will be final.

**10.0 ACCEPTANCE OF PURCHASE ORDER BY VENDORS: -**

After communication of LERC's acceptance of the tender, if the vendor fails to return the duplicate copy of the Purchase Order and the Agreement duly signed in token of their acceptance within 5 days, the LERC may cancel the order placed, without any further reference to the Vendor

**11.0 AGENTS/MIDDLEMAN:**

There should not be any middleman/agent (Indian or Foreign) involved in the contract and no agency commission charges shall be payable.

**12.0 EXECUTION OF AGREEMENT: -**

12.1 On acceptance of tender, the successful tenderer will have to execute a purchase agreement with LERC covering all aspects of the Contract in the standard form as per the format enclosed, immediately before commencement of work.

12.2 The intending tenderers should acquaint themselves with the provisions of standard agreement before quoting

**13.0 EXECUTION OF SUPPLY: -**

13.1 The vendor shall submit before starting work, on receipt of Purchase Order a detailed execution programme adhering to the completion time given in Purchase Order. The programme thus submitted shall form part of the Contract and shall be binding on the Tenderer.

13.2 However, LERC reserves the right to alter the programme, if necessary, from time to time. No claim whatsoever of the Tenderer on this account shall be entertained by LERC.

13.3 All facilities for inspection of the materials and subsequent inspection of work by our Engineers/Inspection Agencies must be made available by the Vendor.

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13.4 The successful Tenderer shall abide by the rules, regulations, Byelaws and statutory requirements etc. imposed by the Govt/semi-Govt and other local bodies such as Municipalities etc. for the execution of this tender.

**14.0 PROCUREMENT OF MATERIALS:**

It shall be Vendor's responsibility for procurement of all material/Equipment's etc. No delay due to non-availability of any material/Equipment's will be entertained by LERC.

**15.0 REVISIONS:**

LERC reserves the right to revise the specifications at any stage of work. Such deviations shall be adjusted at the rates already contained in Purchase Order or at prevailing market rates if the rates are not available in the Purchase Order.

**16.0 CANCELLATION OF ORDER:**

If the performance of the successful Vendor is found to be unsatisfactory, LERC reserves the right to cancel in part or whole, the Contract and purchase the same items through alternate means at the entire risk and cost of the Vendor on whom the order was first placed. In such cases, the Vendor should make good all the losses that LERC may incur due to the Vendor's failure.

**17.0 PRICE ADJUSTMENT FOR DELAYS:**

If the Vendor does not complete the work within the prescribed time limit given in the Purchase Order, LERC may give from time to time such extension of time limit without prejudice to LERCs right to recover price adjustment for delays as per the terms and conditions given in the Special conditions of Contract/Agreement.

**18.0 OPTION FOR ADDITIONAL QUANTITY:**

If LERC is interested in placing an order for an additional quantity fully or partly along with the equipment, accessories and spares, the vendor hereby agrees to accept the same at the same rate, terms and conditions of Purchase Order apart from the existing order. For the same, the tenderer shall keep their rates open for a period of 6 months from the date of present purchase order.

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**19.0 POWER OF ATTORNEY:**

When the person signing the tender document/agreement is not the Sole Proprietor or authorised representative of the Company the original Power of Attorney or a notary certified copy thereof authorising such person to act and sign on behalf of the Company should be enclosed with the technical bid.

**20.0 DECLARATION:**

We confirm that our quotations have been prepared after thorough study of entire tender documents viz Instruction to Tenderers, Particular Conditions of Contract, Terms and Conditions, General Requirement, Specifications, Data Sheets, Technical clarifications and confirmation, Purchase Agreement and agree to all conditions of tender in toto.

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## **GENERAL CONDITIONS OF CONTRACT**

1. Throughout these conditions and in the specification (if any) hereto annexed the terms:

- |                                    |   |
|------------------------------------|---|
| a) <b>"The Purchaser"</b>          | means <b>LPG EQUIPMENT RESEARCH CENTRE</b>  |
| b) <b>"The Indentor"</b>           | means any Officer authorised by the Purchaser to order equipment/ Materials.  |
| c) <b>"The Inspecting Officer"</b> | means the person, firm, department nominated by the Purchaser to inspect the equipment/materials on his behalf and the deputies of the Inspecting Officer so nominated.   |
| d) <b>"The Seller"</b>             | means the person, firm, or Company with whom the order for supply, installation and commissioning of equipment/materials is placed and shall be deemed to include the Seller's successors, representatives' heirs, executors and administrators duly approved by the Purchaser. |
| e) <b>"Sub-Contractor"</b>         | means any person, firm, or Company from whom the Seller may obtain any material or fittings to be used in the supply of manufacture of the equipment/materials.   |
| f) <b>"Drawings"</b>               | means the drawings exhibited or provided for the guidance of the Seller.  |

### **2. PURPOSE OF CONTRACT AND PARTIES TO THE CONTRACT:**

- 2.1 This Contract is for the supply, installation & commissioning of equipment/materials of the description in the quantities set forth in the Purchase Order and/or schedule to the Purchase Order.
- 2.2 Except as hereby otherwise provided a verbal or written arrangement abandoning, varying, or supplementing this contract or any of the terms hereof, shall be deemed provisional and shall not be binding on the Purchaser unless or until the same is endorsed on the contract or incorporated in a formal agreement and signed by the parties hereto and till then the Purchaser shall have the right to repudiate such arrangement.

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**3. SECURITY DEPOSIT:**

- 3.1 Unless otherwise agreed between the Purchaser and the Seller, Seller shall within **5 days** after placement of Letter of Intent/Order, deposit with LPG EQUIPMENT RESEARCH CENTRE Demand Draft, **a sum equal to 10% percent of the total value of Purchase Order/Contract** as Security Deposit for the due fulfilment of the contract.
- 3.2 No claim shall lie against the Purchase in respect of interest on Deposits or depreciation thereof.
- 3.3 The Purchaser shall be entitled to deduct from the said deposit any loss or damage which the Purchaser may be put to by reason of any act or default recoverable by the purchaser from the seller and to call upon the seller to maintain the deposit at its original limit by making further deposits.
- 3.4 In the event of the Seller failing to make and to maintain a security deposit in the manner aforesaid, he shall be liable to forfeit any deposit/money lodged with the tender by him and the Purchaser shall be entitled to cancel the acceptance of the Purchase Order.

**4. DELIVERY:**

The Seller shall as may be required by the Purchaser, door deliver at the place detailed in the Purchase Order of Schedule thereto the quantities of equipment/materials detailed therein and the same shall be delivered or despatched not later than the dates specified in the Purchase Order/Schedule.

**5. TIME FOR DELIVERY, INSTALLATION & COMMISSIONING AND THE ESSENCE OF THE CONTRACT**

- 5.1 The time given for installation and commissioning shall commence from the **date of issuance the Letter of Intent (LOI)**. The time for and the date of delivery, installation and commissioning stipulated in the said Purchase Order/Contract for the delivery, installation and commissioning of the equipment/materials shall be deemed to be the essence of the contract and should Seller fail to deliver, install and commission the same within the stipulated completion period, the purchaser shall be entitled to withhold the payment if necessary until the quantity against the order has been supplied and also to recover the penalty from the seller as stipulated in the Agreement.
- 5.2 Alternatively at the option of the Purchaser, the purchaser shall be entitled to purchase from elsewhere on the account and at the risk of the Seller, the equipment/materials thereof which the seller has failed to deliver, install and commission as aforesaid or if not available the best and nearest available substitute thereof, or to cancel the contract and the Seller shall be liable for any loss or damage which the Purchaser may sustain by reasons of such failure on the part of the Seller.

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Tenderers Signature

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**6. EXTENSION OF TIME FOR DELIVERY, INSTALLATION & COMMISSIONING:**

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser will allow such additional time as he considers to be justified by the circumstances of the case and shall forego the whole or such part as he may consider reasonable of his claim for such loss or damage as aforesaid and the decision thereon shall be final, provided that in such circumstances, instead of allowing time the purchaser shall have the option of terminating the contract and in that case no damage shall be claimable by the Seller from the Purchaser.

**7. INSPECTION NOTICE:**

When inspection during manufacture or before delivery/despatch is required, notice in writing shall be sent by the Seller to the Purchaser as well as the Inspecting Officer when the equipment/materials are ready for inspection and no equipment/materials shall be delivered or despatched until the equipment/materials offered have been duly inspected and approved by the Purchaser's authorised representative.

**8. CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT**

The Seller shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, pamphlets, models and gauges and for all such measures as the Purchaser may deem necessary for the proper completion of the contract, though special provision therefore may not be made in specification or drawings.

**9. EXECUTION OF THE CONTRACT:**

The whole contract is to be executed in the approved manner to the entire satisfaction of the purchaser or his deputed representative who has power to reject any of the equipment/material of which he may disapprove and his decision thereon and, on any question, as to the true intent and meaning of the specification or drawings, or of the work necessary for the proper completion of contract shall be final and conclusive.

**10. SELLER'S RESPONSIBILITY:**

10.1 The Seller is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of Tender and with the Schedule annexed thereto.

10.2 Any approval which the Purchaser or his authorised representative may have given in respect of the equipment/materials or other particulars and the work or the workmanship involved in the contract (whether with or without tests carried out by the Seller or the Purchaser's representative) shall not be binding on the Purchaser and notwithstanding any approval or

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acceptance by the Purchaser's representative it shall be lawful for the Consignee on behalf of the Purchaser to reject the equipment materials on arrival at destination if it is found that the goods supplied by the Sellers are not in conformity with the terms and conditions of the Contract in all respect.

**11. INDEMNITY:**

- 11.1 The Seller shall at all times indemnify the Purchaser against all claims which may be made in respect of the said equipment/material for infringement of any right protected by Patent.
- 11.2 Registration design or Trade Mark being made against the Purchaser, he shall notify the seller of the same, and the seller shall be at liberty, but at his own expenses, to conduct negotiations for settlement or any litigation that may arise therefrom.

**12. SUB-LETTING OF CONTRACT:**

The Seller shall not sub-let or assign this contract or any part thereof without the written permission of the Purchaser. In the event of the Seller's sub-letting or assigning this contract or any part thereof without such permission, the purchaser shall be entitled to cancel the contract and to purchase the equipment/material elsewhere on the Seller's account and risk and the Seller shall be liable for any loss or damage which the Purchaser may sustain in consequence of or arising out of such purchase.

**13. PACKING MATERIALS:**

- 13.1 All packing cases, containers packing, and other similar materials shall unless otherwise agreed be supplied by the seller free of charge and will not be returned.
- 13.2 Every bale and package shall be clearly marked with the Seller's Name, Consignee's Name and address and gross weight and shall contain a packing note showing its contents in details i.e. Model No., Serial No. and description of the equipment/material. The Seller shall provide such packing as the Purchaser or Indentor may consider necessary to ensure the safe arrival of the equipment/material at destination.

**14. NOTIFICATION OF DELIVERY OR DESPATCH:**

- 14.1 Notification of delivery/despatch on the Purchaser's standard despatch advice in regard to each and every consignment shall be made to the consignee and to the purchaser immediately upon despatch or delivery.
- 14.2 The Seller shall further supply to the Purchaser a priced invoice in quadruplicate and packing account to the consignee of all equipment/material delivered/despatched.

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14.3 All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing list and full details of contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.

**15. REMOVAL OF REJECTED EQUIPMENT AND MATERIAL:**

15.1 When any equipment/material delivered at the Purchaser's/Consignee Depot are rejected on account of default on the part of the Seller, they shall be removed by the Seller within 14 days from the date of rejection, such rejected equipment/material shall be at the Seller's risk from the date of such rejection. If not removed within 14 days of rejection, the Purchaser shall have the right to dispose of such material/equipment as he thinks fit at the Seller's cost, risk and responsibility.

15.2 Equipment/materials that received at destination and rejected shall be taken back by the Seller either at the place where they were rejected or at the place from which they were sent. If the contract is placed for delivery-Freight on Road (F.O.R.) station of despatch, the Seller shall pay the carriage charges on the rejected consignments at Public Tariff Rail/Road rates as the case may be from the station of despatch to the station where they were rejected.

15.3 If the Seller selects to take the goods at the station from which they were despatched, the goods shall, in addition, be booked to him freight to pay at owner's risk. The property in goods shall not be passed from the Seller unless and until accepted by the Purchaser after inspection.

**16. PAYMENT TERMS:**

**Please refer to the Special Terms and Conditions of Contract**

**17. CLAIMS:**

The Purchaser shall be entitled to retain the amount of any claim of the purchase against the Seller whether liquidated or un-liquidated arising out of the contract under reference, or otherwise however, and set off the same pro tanto against amount payable to the Seller under reference or otherwise however without prejudice and in addition to the other rights of the Purchaser to recover the amount of any claim as aforesaid.


**18. ILLEGAL GRATIFICATION:**

18.1 Any bribe, commission, gift or advantage given promised or offered by the Seller or by anybody on his behalf, to the Purchaser or any person on his behalf either friend or relative, in relation to obtain or execution of this particular or any other contract/s with Purchaser for showing favour or disfavour to any person in relation to this particular or any other contract/s as aforesaid shall subject the seller to the cancellation of the particular and/or any other or all

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Tenderers Signature



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contracts entered into with them by the purchaser and also to payment of any loss or damage resulting from any such cancellation to the like extent provided in the Agreement.

18.2 Any dispute or difference of opinion arising in respect of either the interpretation effect or application of this particular condition of the contract or of the amount recoverable hereunder from the Seller shall be decided by the **CEO of LPG EQUIPMENT RESEARCH CENTRE** and his decision shall be final and conclusive.

**19. APPLICABLE LAW & JURISDICTION OF COURT**

The Tender/Works Contract with the selected bidder shall be governed by and construed in accordance with the Laws of India. The parties hereby agree that the **court in the City of Bangalore** alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything rising under this Tender/Works Contract.

**20. MARGINAL HEADINGS:**

The marginal headings of conditions hereto shall not affect the construction thereof.

**21. ARBITRATION:**

The reference to Arbitration and Alternate Dispute Resolution Machinery provision, if contained anywhere in this tender document, contract or in any other terms or condition, which may be general or special in nature, shall stand deleted to the extent, the said contents are applicable to the Arbitration provisions.

**22. POWERS:**

All powers reserved under the above condition shall be exercised by the CEO, LPG EQUIPMENT RESEARCH CENTRE, Bangalore.

	<b>LPG EQUIPMENT RESEARCH CENTRE</b>	
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## **SPECIAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS:**

1.1 The following expressions used in the order shall have meaning indicated against each of these:

**The "Owner"** means LPG Equipment Research Centre incorporated in India having their Office at Opp ITI Main Gate, Dooravaninagar, Bangalore - 560016 shall include their successors and assignees.

**'Goods/materials'** Goods and materials shall mean any of the articles, materials, machinery, Equipments supplies data and their drawings, property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the Order. All electrical Equipments shall be flame proof and shall be intrinsically safe and conform to IS Specifications/equivalent standards/international Standards.

**"Vendor"** Vendor shall mean the Person, Firm or Corporation to whom the Purchase Order will be issued.

**"Inspectors"** Inspectors deputed by Owner

**"Project"** Supply, installation & commissioning of Spark Emission Spectrometer at LERC, Bangalore.

### **2. GENERAL:**

2.1 These Special Conditions of Contract shall be read in conjunction with Guidelines to vendors, Particular conditions of the contract, General conditions of contract, Job specifications, Data Sheets, Drawings and other documents forming part of this Contract wherever the context so requires.

2.2 Whether called for specially or not, all accessories required for normal operation of subject Equipments are deemed to be considered as a part of Vendor's scope of supply.

### **3. REFERENCE FOR DOCUMENTATION:**

"Purchase Order number" must appear on correspondence, drawings, invoices, shipping notes, packing and on any documents or papers connected with the order.

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**4. SCOPE OF CONTRACT:**

The scope of work shall include:

- a) Supply, Installation and Commissioning of Spark Emission Spectrometer at LERC, Bangalore. It shall also include loading, transporting, transit insurance, unloading, positioning, etc. including payment of all statutory duties and levies apart from supply, necessary packing, forwarding and dispatching from Ex-Works to LERC.
- b) Onsite Training to the LERC Personnel on the Usage of the equipment.
- c) Test Run shall be done prior to supply of equipment at LERC and also at the time of installation before handing over the equipment to LERC.
- d) The Guarantee and warrantee of the entire equipment shall rest with the tenderer. After sales & service, support shall also be the responsibility of the tenderer. The equipment shall be maintained by the vendor at LERC at no additional cost other than what has been quoted for the period of 1 Year from the date of Installation.


**5. CONFIRMATION & ACCEPTANCE OF ORDER:**

5.1 The Vendor shall **acknowledge the receipt of Purchase order within 5 days following the mailing of order and shall there by confirm his acceptance of Purchase Order in its entirety without exceptions by returning duplicate copy of both Purchase Order and Purchase agreement duly signed and stamped in token of their acceptance.** This acknowledgement will be on entire Purchase Order including all Terms and Conditions of Contract.

5.2 Vendor shall also submit along with Purchase Order acceptance, DD towards Security Deposit as per Clause Number 5 of Particular Conditions of Contract. If the Order is not accepted within 14 days, LERC may cancel the order placed.

**6. SALES CONDITIONS**

With Vendor's acceptance of provisions of this Purchase Order, the vendor waives and considers as cancelled any of his general sales conditions.

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**7. COMPLETE AGREEMENT:**

The terms and conditions of Purchase Order constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorised representative of LERC as well as the Vendor.

**8. SPECIFICATIONS:**

All Equipments/materials offered should be equivalent to or better than our specification attached hereto.

**9. PRICE:**

Unless otherwise agreed to in the terms of the tender, the price shall be firm and not subject to escalation for any reason whatsoever even though it might be necessary for the order execution to take longer than the delivery period specified in the order.

**10. PRICE BASIS:**

10.1 The quoted prices should be all inclusive including Excise Duty, Sales Tax and any other duties / levies including Octroi. The quoted price shall include packing and forwarding charges also. It may please be noted that **LPG Equipment Research Centre, Bangalore, is** registered with Department of Scientific & Industrial Research (DSIR) for purposes of availing central excise duty exemption in terms of Govt. Notification Number 16/2007-Cental Excise dated 01.03.2007

10.2 The loading charges, transportation, transit insurance and Octroi charges if any shall be included in the quoted price in the **Price-Bid**.

**General**

10.3 All the prices shall be firm and not subject to any variation whatsoever till complete execution of order. Prices shall be inclusive of installation & commissioning of the equipment and also training to LERC personnel on equipment usage.

10.4 The quoted rates must be inclusive of supply of all design drawings, documentation, certificates, software, materials, labour, equipment, lifts, etc required in connection with the completion of supply to the entire satisfaction of LERC, as stipulated in the specifications and terms and conditions of this Tender. All the materials are to be supplied by the Vendor unless otherwise stated. The rates should be valid throughout the period of contract.

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## 11 COMPLETION SCHEDULE:

The Seller shall as may be required by the Purchaser, door deliver at the place detailed in the Purchase Order of Schedule thereto the quantities of equipment/materials detailed therein and the same shall be delivered or despatched not later than the dates specified in the Purchase Order/Schedule. **The completion schedule of the contract i.e installation and commissioning of the equipment shall be 6 weeks from the date of issuance of Letter of Intent/Purchase Order, whichever is earlier.**

The time for completion of contract as stipulated shall be deemed to be the essence of the contract and if there is failure on the part of the Vendor, LERC shall be entitled to withhold all payment due to the Vendor if necessary, until the quantity against the order has been supplied and also to recover from the Vendor, such liquidated damages as stipulated in the contract.

## 12. PRICE ADJUSTMENT FOR DELAYS IN DELIVERY:

12.1 The time and date of delivery of materials/equipment as stipulated in the Purchase Order shall be deemed to be the essence of the agreement. For any delay in delivery of materials or part thereof beyond the delivery date stipulated in the Purchase Order, the Vendor shall be liable to pay by way of price adjustment for delays in delivery and not as a penalty an amount equal to **½% per week or part thereof** of embarkation value of the non-delivered goods/materials subject to a **maximum of 10% of the total value of contract**.

12.2 LERC reserves the right of cancelling the Purchase Order for any delay exceeding the period of maximum compensation and the Vendor shall be liable to all consequences thereof. If the delay in delivery is due to Force Majeure LERC shall be free to act in terms under Article 13 of this text. Acceptance of equipment beyond the scheduled delivery period will not be construed as condonation of delay.

## 13. FORCE MAJEURE CONDITIONS:

Delivery of the equipment are subject to Force Majeure conditions as under:

If at any time during the continuance of this contract the performance in whole or part by either party of any obligation under this Contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, pandemic, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God (herein after referred as "events"), provided notice of the happening of any such events is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such events have come to an end or ceased to exist, and decision of the LPG equipment Research Centre as to whether the deliveries have been so resumed or not, shall be final and

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conclusive provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

**14. GUARANTEE:**

- 14.1 All equipment including components and sub contracted items should be guaranteed by the Vendor within the warranty period and the extended period as mentioned below. In the event of any defect in the equipment or workmanship manifesting themselves, the Vendor will replace/repair the equipment at LERC at Vendor's cost and risk on due notice, failing which the rejected equipment will be sent to the Vendor on Freight To Pay basis for free replacement.
- 14.2 Equipment after rectification of defects will be despatched by the Vendor on 'Freight Paid' basis. All taxes/duties shall be paid by Vendor for all free replacements and LERC shall not pay or reimburse any such cost. Alternatively, LERC reserves the right to have the equipment repaired/replaced at the locations concerned at the Vendor's risk, cost and responsibility.

**15. WARRANTY:**

- 15.1 The supplied equipment shall have a warrantee of **12 months from the date of commissioning and shall be extended** during which time the vendor is bound by the Guarantee given above.

**16.0 PAYMENT TERMS:**

- 16.1 The vendor shall within 21 days of placement of LOI / Order, whichever is earlier, deposit with LERC a sum equal to 10% of the value of the purchase order as Security Deposit. The security deposit shall be valid up to a period of 3 months from delivery date and shall be refunded on the submission of the Performance Bank Guarantee.
- 16.2 The vendor shall furnish Performance Bank Guarantee for 10% of the value of the Purchase Order at the time of installation of the equipment. This Bank Guarantee shall remain in force for the entire period covered by the Performance Guarantee i.e 01 year (01-year Warranty). It will be the responsibility of the vendor to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by LERC either in full or in part in terms of the Performance Guarantee shall be made good by the vendor within one week thereof.
- 16.3 **100% after installation, commissioning and satisfactory performance of the Spark Emission Spectrometer at LERC, Bangalore.**

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16.4 All Excise Duty, Sales Tax or any other statutory levies if applicable shall be paid by the vendors and the price quoted shall be inclusive of the same. Refer Clause Number No. 10.1 above in respect of applicability of Excise Duty.

16.5 Vendors should also consider loading of all equipment on to truck at their works, transportation charges and also unloading of the same at site while quoting their price in the price schedule of the tender document. No separate payment shall be paid towards loading, transportation, unloading, stacking, handling etc.

16.6 Transportation, transit insurance, Octroi charges, if applicable, for the Indian Equipment shall be paid by the vendors and the price quoted shall be inclusive of the same.

**17. MODIFICATIONS:**

17.1 LERC shall have the right to make technical changes or modifications in the technical documents/specifications comprised in Purchase Order. Vendor shall comply with such a written request or make alternative suggestion. Any such changes or modifications shall be at the cost, if any, of LERC. As soon as possible after receipt of the written request for changes, Vendor shall furnish in writing to LERC, an estimate of cost for the changes and modifications effect on completion date.

17.2 On receipt of LERC's written authorisation, Vendor shall promptly proceed with the changes/modifications

**18.0 RISK PURCHASE:**

LERC reserves the right to curtail or cancel the order either in full or part thereof if the Vendor fails to comply with the delivery schedule, and other terms and conditions of the Purchase Order. LERC also reserves the right to procure the same or similar equipment's through other sources at the entire risk, cost and consequences of the Vendor. This Clause Number is without prejudice to our Liquidated Damages Clause Number given above.

**19.0 QUANTITY:**


LERC reserves the right to increase/decrease the quantities indicated in the tender. LERC also reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. LERC is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part.

**20.0 NON-WAIVER:**

Failure of LERC's representative to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of

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any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of LERC's representative to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by LERC's representatives act as waiver of the terms thereof.

**21.0 NON-ASSIGNMENT:**

The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of LERC.

**22.0 AGREEMENT:**

The Vendor shall conclude a stamped Agreement with LERC. Copy of Agreement is enclosed.

**23.0 CANCELLATION:**

23.1 On placement of order LERC reserves the right to cancel the Tender or any part thereof and shall be entitled to rescind the contract wholly or in part by a written notice to the Vendor if.

- The Vendor fails to comply with the terms of the Purchase Order.
- The Vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
- The vendor becomes bankrupt or goes into liquidation.
- The Vendor makes a general assignment for the benefit of creditors; and
- A receiver is appointed for any of the property owned by the Vendor.

23.2 Upon receipt of the said cancellation notice, the Vendor shall discontinue all work on the Purchase order and matters connected with it.

23.3 LERC in that event will be entitled to procure the requirement in the open market and recover excess payment over the Vendor's agreed price, if any, from the Vendor reserving to itself the right to forfeit the Security Deposit, if any, placed by the Vendor against the contract.

**24.0 RECOVERY OF SUMS DUE:**

Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, LERC shall be entitled to recover such sums from any time thereafter may become due from the Vendor under this or any other contract with LERC and should this sum be not sufficient to cover the recoverable amount, the Vendor shall pay to LERC on demand the balance remaining due.

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**25.0 NEW AND UNUSED MATERIAL:**

All the materials supplied by the Vendor shall be brand new, unused and of recent manufacture.

**26.0 REJECTION REMOVAL OF REJECTED GOODS AND REPLACEMENT:**

26.1 In case the testing and inspection at any stage by inspectors/LERC reveal that the equipment, materials and workmanship do not comply with specification and requirements mentioned in Purchase order, the same shall be removed and replaced immediately by the vendor at his own expense and risk on receiving the intimation from inspector/LERC. In the event the vendor fails to remove the rejected goods within the period allowed by LERC, LERC shall be at liberty to dispose off such rejected goods in such manner as they may think appropriate.

26.2 All expenses including freight, customs duty and clearing charges that may be incurred by LERC for such disposal and/or replacement shall be to the account of the vendor and the vendor shall pay the same to LERC immediately on demand by the Corporation The time taken for such removal and/or for replacement will not be treated as additional time granted for delivery of the goods.

**27.0 CORRESPONDENCE:**

All correspondence in the execution of this order shall be addressed to:

General Manager (Product Development)  
LPG Equipment Research Centre  
OPP ITI Main Gate, Dooravaninagar  
Bangalore – 560016, India  
Tel. No. 080-25612257/25613145/25614035 Extn 209.

Public Tender Number

**LERC/PT-166/23-24**

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For

**SUPPLY, INSTALLATION  
& COMMISSIONING  
OF SPARK  
EMISSION  
SPECTROMETER  
AT LERC**

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**TECHNICAL  
SPECIFICATIONS**

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**LERC**

LPG Equipment Research Centre  
(A joint undertaking of IOCL, BPCL & HPCL)  
Dooravaninagar  
Bangalore-560016, India

<b>Tender Number:</b>		<b>Document Number: Spectrospecs.01</b>	<b>Sheet:</b>
<b>S. No.</b>	<b>Specifications</b>	<b>Compliance (Yes/No)</b>	<b>Supplier Remarks</b>
1	<b>Equipment Design</b>		
1.1	The supplied equipment shall be Floor Mounted Type		
1.2	The supplied equipment shall be based on OES technique.		
1.3	The supplied equipment shall have High resolution multi-CMOS detectors.		
1.4	The supplied equipment shall be capable of testing alloys and pure metals in Fe, Al, Cu & Zn matrices. The supplied equipment shall be feasible of adding additional matrices up to 6 matrices or greater.		
2	<b>Spark Stand</b>		
2.1	Spark stand shall be capable of holding samples with various kinds of geometries (Sheets, Foils, rods, and Plates)		
2.2	Easily exchangeable spark stand plate (Spark Stand Plate of 10mm & 8mm hole size should be provided)		
2.3	Rapid and easy sample change facility		
2.4	Supply of Spark Stand Plate, Electrode, Electrode Glass Insert for each alloy should be provided.		
2.5	Supplied Instrument shall also have special adapters to analyse rods/wires/pins of Dia.3 mm or less than 10 mm, adapter for thin sheets up to 1mm.		
3	<b>Optical System &amp; Detectors</b>		
3.1	Supplied equipment should have a Effective wavelength range: 130-600nm or wider wavelength in UV-Visible range		

<b>Tender Number:</b>		<b>Document Number:Spectrospecs.01</b>	<b>Sheet:</b>
3.2	Drift free against fluctuations in the temperature range of 20°C to 30° C		
3.3	Supplied equipment should be priorly demonstrated for Stability, Repeatability in same model of demo machine.		
3.4	High resolution Multi-CMOS detectors having at least 0.5 nm or better.		
3.5	Supplied equipment should have Minimum 12 or more CMOS detectors to cover entire spectrum.		
4	<b>Grating</b>		
4.1	Supplied equipment should have High resolution grating of 2400 grooves/mm or better.		
5	<b>Excitation System</b>		
5.1	Supplied equipment should have Fully Digitalized Plasma generator and no manual intervention.		
5.2	Supplied equipment should have 32 MHz or better micro controller.		
6	<b>Analytical Software</b>		
6.1	Supplied equipment should have Freely selectable analysis modules.		
6.2	Supplied equipment should have User friendly interface with customization as per end user software operating under Windows 11 platform (with option to upgrade OS).		
6.3	Supplied equipment should have Results be displayed up to 4th decimal accuracy. Provision for rounding up to 2 decimal places in report as per customer requirement.		

<b>Tender Number:</b>		<b>Document Number: Spectrospecs.01</b>	
6.4	The Operating software should be capable of Recognition of bad/irregular sample surfaces during pre-spark and display of error message.		
6.5	The software shall have the provision of inter element correction to minimize the interference of close wavelength elements.		
6.6	The Supplied Software should have grade library accessible with testing software.		
6.7	Continuous automatic hardware diagnosis in the background		
6.8	Software should be capable of detecting faults and errors in the Spectrometer"		
6.9	Supplier shall provide the original Licenced analytical software and a back-up copy.		
6.10	Provision for future up-gradation. Software, under warranty period during which technical support, software patches and software upgrades shall be provided by the supplier/Manufacturer at free of cost.		
6.11	No Extra Charges for Software Upgradation for the complete period until machine becomes obsolete.		
6.12	The software shall have suitable database for metals and alloys (preferably ASTM or DIN) for automatic grade verification.		
6.13	The Supplied Equipment should cover the complete spectrum range.		
6.14	Direct output of results to ASCII/XML/ Excel/PDF formats		

6.15	Software should be adaptable for mapping results with LERC Portal (Interference with LERC Portal for auto updating of test results to LERC Portal).		
7	<b>Inert Atmosphere</b>		
7.1	The spark shall take place in an inert protective atmosphere using Argon gas controlled with regulator.		
7.2	The equipment shall be equipped with Argon saving module which can be operated on a time base and shall be user selectable. The argon flow should be cut-off with the switching off the equipment.		
7.3	Argon saver module and please specify the argon consumption.		
7.4	The equipment quoted must be with three modes for argon flow.		
7.5	Argon Cylinder Storage is 5meters away from testing equipment. Copper tubing should be provided at the time of installation.		
7.6	SIRCAL Argon Purifier must be supplied with equipment for argon purification.		
8	<b>Power Supply</b>		
8.1	The supplied equipment shall operate under 230V, 50Hz AC supply.		
8.2	System with Advance calibration/Standardization technique will be preferred over conventional calibration technique.		
8.3	The supplied Spark Emission Spectrometer should be supplied with Voltage Stabilizer preferably Servo Make		
8.4	UPS (5kVA with Isolation Transformer).		
9	<b>Analytical Programs</b>		
9.1	The equipment shall have the following analytical programs		

	<p>(sub-program) for each base as mentioned below:</p> <p>FE-00 FE-01 FE-02 FE-10 FE-11 FE-20 FE-21 FE-30 FE-31 CU-00 CU01 CU-02 CU-20 CU-21 CU-TEST AL-00 AL-01 AL-02 ZN-THELSHA ZN-00 ZN-10 ZN-11 ZN-20 ZN-21 ZN-40 ZN-41 ZN-50 ZN-51X ZN-70 ZN-71 ZN-51 ZN51CR</p>		
9.2	<p>Fe base alloys - Low alloy steel, cast iron, stainless steel, and Global program. <b>Orientation base programs is mandatory.</b></p>		
9.3	<p>The Calibration/standardization of the instrument shall be done using setting-up samples (SUS) provided for each base element or by using any other latest/advance technology (Single sample calibration)</p>		
9.4	<p>Al base alloys – Al-Cu, Al-Mg and Global Aluminium programs</p>		

	<b>Orientation base programs is mandatory.</b>		
9.5	Cu Base - Cu-Zn, Cu-Sn/Pb, Cu <b>Orientation base programs is mandatory.</b>		
9.6	Zn Base - Zamak program <b>Orientation base programs is mandatory.</b>		
9.7	The equipment shall be pre-calibrated for N, Si, Fe, Cu, Mn, Mg, Cr, Ni, Zn, Ti, Ag, B, Ba, Be, Bi, Ca, Cd, Ce, Co, Ga, Hg, In, La, Li, Na, P, Pb, Sb, Sn, Sr, V, Zr, Te, As, Al, S, Au, C, Se, Nb, Pt, Nd, Tl, Pr, W, As, Mo, Ta, Pd and Ge, AS APPLICABLE in each of the base alloys.		
10	<b>Spectrometer PC Specifications</b>		
10.1	<p>Spectrometer computer system shall have following specifications:</p> <ul style="list-style-type: none"> <li>• Desktop PC intel 12<sup>th</sup> generation core i7 processor</li> <li>• 16 GB RAM DDR4,</li> <li>• 1 TB Hard Disk + 512 GB SSD,</li> <li>• Windows 11</li> <li>• Colour Monitor (TFT &gt;= 17" recommended) 24 inches Full High-definition Anti-glare display.</li> <li>• Warranty – 3 years</li> <li>• Keyboard and Scrolling Mouse</li> <li>• USB ports (Front &amp; Back)</li> <li>• HDMI Ports (Min 2 )</li> <li>• 10/100 Mbit Ethernet NIC (2 Nos.) (Compulsory)</li> </ul>		
10.2	<p>The PC shall be supplied with a Colour printer preferably.</p> <ul style="list-style-type: none"> <li>• HP Officejet Pro 9020 All-in-One Wireless</li> </ul>		



	Smart Colour Printer with Auto-Duplex, ADF with Voice-Activated Printing		
10.3	The PC shall be complete in all respects including printer, visual display unit, Interface equipment, necessary for communication between the dedicated PC and the spectrometer, power supply unit and the peripherals required. The above specifications are minimum. Better specifications may be offered.		
11	<b>Spares &amp; Consumables</b>		
11.1	Operational Spares and consumables for 5 years operation and should be included with main equipment cost.		
12	Instrument demonstration		
12.1	The instrument supplier must demonstrate the performance of the equipment using various Reference Samples / Certified Reference Material (CRM) to the satisfaction at the location where instrument is installed and must give necessary on-site training to the LERC personnel after the installation and commissioning of the instrument at LERC at free of cost.		
12.2	The supplier shall enclose at least three Performance Certificates from along with the address and contact number of responsible persons who have been using the same model instrument for a period of minimum three years.		

12.3	Earthing-Advocacy shall be checked jointly by customer for earthing.		
12.4	Related Furniture-Vendor should supply Godrej or any better make of Computer Table and Chair.		
12.5	Warranty-1 Year with 4 Service & Calibration visits.		
12.6	AMC- After completion of 1 Year warranty vendor should enter into 3 Year AMC with 4+1 visits every year.		
12.7	PDI-Pre despatch Inspection		
12.8	After Technical Qualification: Demonstration of the offered Equipment shall be done by the vendor only then technical qualification will be finalized.		

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Public Tender Number

**LERC/PT-166/22-23**

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For

**SUPPLY, INSTALLATION  
& COMMISSIONING OF  
SPARK EMISSION  
SPECTROMETER AT  
LERC**

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**FORMATS &  
PROFORMA**

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**LERC**

LPG Equipment Research Centre

(A joint undertaking of IOCL, BPCL & HPCL)

Dooravaninagar

Bangalore-560016, India

## FORMAT OF PURCHASE AGREEMENT

### (TO BE EXECUTED ON A RS. 100/- STAMP PAPER)

Articles of Agreement made at BANGALORE this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Seventeen between the LPG EQUIPMENT RESAERCH CENTRE, incorporated under the Karnataka Societies Registration Act of 1960, being a society and having its Registered Office at Opp ITI Main Gate, Dooravaninagar, Bangalore - 560016, hereinafter referred to as 'LERC' on the one part and M/s \_\_\_\_\_ Sole/Trader/ Partnership Firm / Private / Public Limited Company registered under the Indian Partnership Act of 1932/Companies Act I, 1956 and having its Office at \_\_\_\_\_ hereinafter **called 'The Seller'** which expression shall be deemed to include the Seller's successors (approved by LERC), representative, heirs, executors and administrators on the other part, **WHEREAS** LERC is desirous of obtaining certain Equipment / Materials specified in the attached schedule and / or Purchase Order and **WHEREAS** the Sellers have agreed with LERC for the supply of the said stores specified in the said schedule upon certain terms and conditions hereinafter provided and **WHEREAS** the parties are desirous of reducing to writing the terms and conditions of the contract on which the Sellers have agreed with the Corporation for the supply of the said Equipment/Materials, **NOW IT IS HEREBY AGREED** by and between the parties hereto as under :

**1. EQUIPMENT/MATERIALS TO BE SUPPLIED:**

The Sellers shall duly supply the said Equipment/Materials as per description, quantity and rates specified in the schedule and/or Purchase Orders placed by LERC from time to time and in all respects with the specifications and instruction in writing referred to in the schedule and or said Purchase Order.

**2. PAYMENT:**

LERC shall pay to the Sellers in respect of the said equipment/materials mentioned in the scheduled/Purchase Order on the basis of the rates specified in the said schedule/Purchase Orders.

**3. SECURITY DEPOSIT:**

The Sellers shall on or before the execution of the Agreement deposit with LERC a Sum of Rs. \_\_\_\_\_ in Demand Draft / Bank Guarantee. LERC shall hold this amount as Security Deposit for Guarantee for the timely and proper performance of the said contract by the sellers.

All sums of compensation or other sums of money payable by the Sellers to LERC under the terms of this Agreement may be deducted from or paid by the Sale of a sufficient part of the Security Deposit or from the interest arising therefrom or from any sums which may be due or may become due by LERC to the Sellers on any account whatsoever, and in the event of their Security Deposit being reduced by any reason or such deduction or sale as aforesaid, the Sellers shall within 21 days thereafter make good in Cash or only Demand Draft any sum

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or sums which may have been deducted from/or raised by Sale of the Security Deposit or any part thereof.

The Security Deposit lodged by the Sellers shall be valid for a period of 03 months from the date of delivery and shall be refunded on receipt of Performance Bank Guarantee.

**4. MANNER & PERIOD IN WHICH THE EQUIPMENT/MATERIALS ARE TO BE SUPPLIED:**

The Sellers agree and undertake to supply the Equipment/Materials set forth in the Schedules/Purchase Order No. \_\_\_\_\_ dt. \_\_\_\_\_ and subsequent amendments if any, issued thereto from time to time.

The Said Equipment/materials being goods of merchantable quality shall throughout the stipulated period of the contract be supplied with the due diligence, promptness, care and accuracy and in a workman like manner to the satisfaction of LERC and in accordance with the said specification, designs, drawings and instructions or before the aforesaid due date, time being the essence of the contract on the part of the Sellers.

**5. PRICE ADJUSTMENT FOR DELAYS:**

The Sellers hereby agree to pay to LERC by way of price adjustment for delay and not as penalty, an amount equal to  $1/2$  % (**one half percent**) of the contracted price of the materials so delayed for each week or part thereof of such delay in delivery subject to a maximum of **10%** of such price.

**6. INSPECTION OF SUPPLIES:**

6.1 LERC through its authorised representative reserves the right to inspect periodically during the manufacture or before delivery all equipment and materials and workmanship for the acceptance of quality and efficiency. The said representative will be the sole judge thereof if at the time, during the progress of any particular portion of manufacture or before delivery of materials is unsatisfactory, LERC shall be entitled to take action after giving the Sellers 15 days/one month/three months' notice in writing as considered appropriate and the Sellers will have no claims for compensation for any loss sustained by them owing to such action.

6.2 All equipment and materials under or in course of execution or executed in pursuance of this contract, shall at all times be open to the inspection and supervision of LERC and their authorised representative and Agents. The Sellers shall at all time, during the usual working hours and at all other times after having received reasonable notice, allow LERC and their authorised representatives and agents to visit the contractor's premises and carry out the necessary orders and instructions.

**7. PAYMENT:**

Invoices shall be submitted by the Seller immediately on completion & commissioning of the order for effecting payment in accordance with the terms of the Purchase order against

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proper official stamped receipt from the Seller or his duly authorised representative. To be taken from KASO Engineering

**8. AGREEMENT:**

8.1 This Agreement is subject to the General Conditions of Contract in so far as the same is not inconsistent with or repugnant to the above Clause Numbers. A copy of the General Conditions would be deemed to have been studied and agreed to by the Contractors before their signing this agreement.

8.2 This agreement is subject to the special conditions stipulated in our schedule and or Purchase Order No. \_\_\_\_\_ dt. \_\_\_\_\_ and subsequent amendments, if any, issued from time to time.

**SIGNATURE OF (SELLER)**

**SIGNATURE OF (LERC)**

**WITNESS**

**WITNESS**

**DATE:**

**SEAL:**

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Signature**

**Tenderer**

# PROFORMA OF PERFORMANCE BANK GUARANTEE

(On Rs.100/- Stamp Paper)

Order No and Date: \_\_\_\_\_  
Bank Guarantee No.: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Amount (In Rs.): \_\_\_\_\_  
Valid upto : \_\_\_\_\_

**LPG Equipment Research Centre.,**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

- WHEREAS** LPG EQUIPMENT RESEARCH CENTRE having its registered office at Opp ITI Main Gate, Dooravaninagar, Bangalore -560016 (hereinafter called the '**LERC**' which expression shall include its successors, assigns) has placed a Purchase Order No. \_\_\_\_\_ dtd. \_\_\_\_\_ on M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter called '**the Supplier**' which expression shall in so far as the context admits include their successors and assigns) for the purchase of \_\_\_\_\_ on terms and conditions mentioned in the said Purchase Order.
- AND WHEREAS** in terms of Clause Number No. \_\_\_\_\_ of the said Purchase Order the Suppliers are required to submit a Bank Guarantee for **10% of Order value** amounting to Rs. \_\_\_\_\_ towards the performance of the units during the warranty period spelt out in the said order:
- AND WHEREAS** we \_\_\_\_\_, the Bank (hereinafter called the '**Bank**' which expression shall include its successors assigns) on the request made by the suppliers have agreed to give the required Bank Guarantee aforesaid.

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**NOW THIS INDENTURE WITNESSETH** that it is agreed by and between the parties hereto as follows:

- a) We, the Bank so as to bind ourselves and our successors and assigns do hereby irrevocably undertake and guarantee performance of the units that may be supplied by the suppliers under the above said Purchase Order and do hereby irrevocably undertake to pay to you on demand in writing without demur and without reference to the Suppliers all and any sums of money at any time or from time to time demanded by you upto an aggregate limit of Rs. \_\_\_\_\_ which being the **10%** value of the above said Purchase Order if all or any of the Units that may be supplied by the Suppliers fails in their warranty period mentioned in the Contract.
- b) We, further, agree that the guarantee herein contained shall remain in full force and effect upto and until the date of completion of the warranty period and extended period mentioned in the Contract which is 60 months from the date of commissioning, provided always that notwithstanding anything hereintofore contained the liability of the Bank hereunder shall remain valid till \_\_\_\_\_, after which date it will automatically lapse unless a demand is made by the LERC before that date.
- a) Although as between the Bank and Suppliers the Bank is the guarantor only, the Bank agrees and confirms that as between itself and the LERC, the Bank shall be primarily liable for the payment of the amount/s that may be claimed by the LERC by virtue of this guarantee and that the Bank shall be treated as the principal debtor.
- b) We further agree that the LERC shall have the fullest liberty without affecting in any manner our obligations hereunder and without reference to us to vary any of the terms and conditions of the said Contract and/or to extend time of performance by the Suppliers from time to time or to postpone for any time or from time to time any of the obligations of the Suppliers or powers exercisable by the LERC against the Supplier and/or forbear to force any of the terms and conditions of or relating to the said Contract and that we shall not be released from our liability under this Guarantee/Undertaking by reasons of any such variation or extension being granted to the said Supplier or for any forbearance and/or omission on the part of the LERC or any indulgence by the LERC to the Supplier.
- c) The Bank will not be entitled to any of the rights conferred on Sureties by Sections 133,134,135,139 and 141 of the Indian Contract Act, 1872.

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**Tenderer**



- d) The Bank will not require any proof or judgement, document, decree or any direction from any Court/Arbitrator or otherwise to substantiate the claims of the LERC against the Suppliers. The right of the Corporation under this Guarantee will not be affected by reason of any pending proceeding before any Court or Arbitrator.
- e) Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs. \_\_\_\_\_.
- f) We further agree that this Guarantee shall not be affected by any change in the Constitution of the Bank or the Suppliers.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

Yours faithfully,

For \_\_\_\_\_ Bank

Signature \_\_\_\_\_

Specimen Signature No. \_\_\_\_\_

Name & Designation \_\_\_\_\_

\_\_\_\_\_

Name of the Branch \_\_\_\_\_

DATE:

SEAL:

# PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(On Rs.100/- Stamp Paper)

Purchase Contract no: \_\_\_\_\_

Bank Guarantee No. : \_\_\_\_\_

Date : \_\_\_\_\_

Amount : \_\_\_\_\_

Valid upto : \_\_\_\_\_

1. In consideration In consideration of the **LPG Equipment Research Centre**, having its Office at Opp ITI Main Gate, Doorvaninagar, Bangalore – 560016 (hereafter called "**LERC**") having agreed to exempt M/s. \_\_\_\_\_ having office at \_\_\_\_\_ (hereinafter called "**the said Sellers**") from the demand under the terms and conditions of a Purchase Contract No \_\_\_\_\_ dated \_\_\_\_\_ made between LERC and \_\_\_\_\_ ((hereinafter called "**the said Agreement**"), of Security Deposit for the due fulfilment by "the said Seller" of the terms and conditions contained in the said Purchase Order, on production of a bank Guarantee of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only).

We, \_\_\_\_\_ hereinafter referred to as "The Bank" (at the request of M/s \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by LERC by Reason of any breach by the said Vendors of any of the terms of conditions contained in the said Purchase Contract Agreement.

2. We, \_\_\_\_\_ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from LERC stating that the amount claimed is due by way of loss or damage caused to or suffered by LERC by reason of breach by the said Vendors of any of the terms or conditions contained in the said Purchase contract or by reason of the seller's failure to perform the said purchase Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this

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guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

3. We, \_\_\_\_\_ (indicate name of the Bank) undertake to pay to LERC any money so demanded notwithstanding any disputes raised by the Seller in any suit or proceeding pending before any court of Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Sellers shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Contract and that it shall continue to be enforceable till all the dues of LERC under or by virtue of the said Purchase Contract have been fully paid and its claims satisfied or discharged or till LERC certifies that the terms and conditions of the said Purchase Contract have been fully and properly carried out by the said Seller and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We, \_\_\_\_\_ (indicate name of the Bank) further agree with LERC that LERC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Contract or to extend time of performance by the said Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by LERC against the said Seller and to forebear or enforce any of the terms and conditions relating to the said Purchase Contract and shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Seller or for any forbearance act or omission on the part of LERC or any indulgence by LERC to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Seller.

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**Tenderer**

7. We, \_\_\_\_\_ (indicate name of the Bank) lastly undertake not to revoke this guarantee its currency except with previous consent of LERC in writing.

Dated the \_\_\_\_\_ day of 2022

For \_\_\_\_\_  
(Name of the Bank)

**DATE:**

**SEAL:**

**PLACE:**

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Signature

Tenderer

LPG EQUIPMENT RESEARCH CENTRE  
DOORAVANINAGAR, BANGALORE

TENDER NO. LERC/PT-166/23-24

Supply, Installation and Commissioning of Spark Emission Spectrometer at LERC, Bangalore

**PRICE BID**

S. No (1)	Description of item (2)	Rate / Unit (Rs) (3)	Qty (4)	Sub Total (5) = (3) * (4)	Total Taxes as applicable (% to be mentioned) (6)	Total Amount (inclusive of taxes)(Rs) (7) = (6) + (5)	Total Amount (inclusive of taxes) (Rs) (in words)
1	Supply, Installation and Commissioning of Spark Emission Spectrometer.				@ _____		
2	Operating Computer as specified in Tender Document				@ _____		
3	Related Furniture- Computer Table and Chair as specified in Tender Document				@ _____		
4	<b>GRAND TOTAL</b>						

- The prices mentioned above are for delivery and installation at LERC.

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Tenderers Signature