

Ph No (+)91-80-28398836
Fax (+)91-80-28391964

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LABORATORY FOR ELECTRO-OPTICS SYSTEMS
1ST CROSS, 1ST STAGE, PEEYNA IND. ESTATE, BANGALORE – 560058
PURCHASE**

**TENDER NOTICE
Advt. Ref. Number: 2009-2010/03**

SL. NO.	FILE NUMBER	DESCRIPTION OF ITEM	DUE DATE	TIME	OPENING DATE	TIME	TENDER FEE
1	LESD 2009000317	HIGH POWER SLED SOURCES – 2 NOS.	06/01/2010	16:00 HRS	07/01/2010	10:00 HRS	Rs. 218

TENDER DOCUMENTS ISSUED UPTO 16:00 HRS IST ON 06/01/2010

(S. SUBRAMANYA)
PURCHASE & STORES OFFICER
For & on behalf of President of India
The Purchaser

Note :

- 1.Tender documents are available on ISRO Website www.isro.org Interested tenderers may, at their option download the tender documents from the website and submit their offers along with the prescribed tender cost in the form of Bank Draft as per details in the Tender Notification. _
- 2.Tender documents also can be obtained against the above Tender Notice, from Purchase Officer, Laboratory for electro-optics systems, 1st stage, 1st cross, Peenya Industrial Estate, Bangalore – 560 058, India on payment of non-refundable tender fee as indicated above, on all working days between 1400Hrs to 1600Hrs.
- 3.Tender fee shall be payable only in the form bank draft drawn in favour of Accounts Officer, LEOS, payable at Bangalore. No other mode of payment for tender fee is acceptable.
- 4.DD should not be dated prior to the date of advertisement / from the date of website. **Separate requests and demand drafts shall be sent for each tender document.**
- 5.Vendors/firms name and tender No. shall be indicated on the reverse side of the Demand Draft.
- 6.While requesting for tender documents, please do not superscribe tender number and due date on the envelope.
- 7.Detailed specifications, terms and conditions are furnished in the tender documents.
- 8.LEOS will not be responsible for non-receipt of tender documents/offers due to postal delay/loss in transit.
- 9.Quotations received without payment of tender fee will be treated as unsolicited.
- 10.Indian agents while quoting on behalf of their principals are requested to provide necessary authorization letter from their principals.
- 11.The offer should be valid for the period of ninety days from the date of opening.
- 12.Quotations received after the due date and time will not be considered.
- 13.While submitting your offer please superscribe tender No. and due date on the envelope.
- 14.If tender opening date happens to be a public holiday tender will be opened on the next working day.
- 15.No request for the extension of the due date will be considered.
- 16.Purchase Officer, LEOS reserves the right to accept or reject any tenders in part or full without assigning any reasons thereof.

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SPECIFICATIONS

MULTIPLE OUTPUT SLED SOURCES

These sources are used for component testing of optical components like PINFET (detectors), Isolator, 3dB couplers, Integrated optic chip, Fiber Coil etc.

SPECIFICATIONS

1. Operating Wavelength Range	:	1280 nm to 1320 nm
2. Center Wavelength	:	1300 nm ±20nm
3. Spectral width	:	<60 nm (max)
4. Spectral Ripple	:	0.2 dB (max)
5. Coherence Length	:	11 μm
6. Output Power	:	2mW and 20 mW
7. Short Term Optical Power Stability (1Hr)	:	± 0.01 %
8. Long Term Optical Power Stability (8Hr)	:	± 0.05 %
9. Degree of Polarization	:	> 95 %
10. Temperature Stability	:	0.05° C
11. Temperature Setting Range	:	20 - 40° C
12. Operation mode	:	CW / Internal Modulation (DC to 2 KHZ) / External Modulation (up to 100 KHZ)
13. External Modulation Connector	:	BNC
14. Display	:	LCD
15. Built in Isolator	:	Required
16. Operating Temperature	:	20° C to 40° C
17. Communication Interface	:	USB / RS-232 / GPIB
18. Electrical Power Supply	:	220 – 240VAC , 50 HZ
19. Connector Type	:	FC / APC
20. No. of outputs	:	Four , Eight
21. Output Power Range	Type I	: 0-2mW
	Type II	: 0-20mW

OTHERS:

- Quote separately for 2mW, 20 mW and system mainframe chassis for accommodating the source modules incorporating power supply, communication interface and Front panel for settings.
- Quantity : TYPE-1 = 04 no.s
TYPE – II = 04 no.s

GENERAL:

- Warranty for a period of 2 years to be provided.
- Operating and User Manuals to be provided.
- Testing and Calibration Certificate traceable to NIST standards should be provided
- Calibration procedure or co-standard for calibration should be provided
- OEM certificate /certificate of authorized agent should be provided
- Quote for optional accessories if any.
- To be installed and demonstrated at our premises

INSTRUCTIONS TO TENDERERS AND GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Instructions to Tenderers:

1. The Tenderers should submit quotations in duplicate in a sealed envelope, superscribing the Tender No. & due date of opening and complete in all respects with technical specifications including pamphlets & catalogues.
2. A Proforma Invoice may also be given which should contain the following information
 - (a) The FOB value, the C&F value for import by Sea-freight/Air freight upto and for air parcel post upto Bangalore-58 should be separately indicated.
 - (b) **Agency Commission:** The amount of commission included in the price and payable to the Indian Agents of the Contractor shall be paid directly to the Indian Agents by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agents within 30 days from the date of receipt and acceptance of the Stores.
 - (c) The Contractor shall Invoice only for the nett amount payable to him after deducting the amount of Agency Commission included in the Invoice which would be paid to the Indian Agents directly by the Purchaser. However, the Contractor's Invoice should separately reflect the amount of commission payable to his Indian Agent.
 - (d) The earliest delivery period and country of origin of the Stores.
 - (e) Banker's name and address of the contractor.
 - (f) The approximate nett and gross weight and dimensions of the packages/cases.
 - (g) Recommended spares for satisfactory operation for a minimum period of one year.
 - (h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.
3. The FOB & C&F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
4. The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
5. Samples, if called for, should be sent Free of all charges.
6. Late tenders will not be considered. Quotations by cable must be followed by detailed offers, to reach within 15 days.
7. Offers made by Indian Agents on behalf of their principals, should be supported by the Proforma Invoice of their principals.
8. The details of Import License will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
10. Instruction/Operation manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents/correspondence should be in English language only.
11. The purchaser reserves the right to accept or reject the lowest or any other offer in whole or in part without assigning any reason.
12. It is expressly agreed that the acceptance of the stores contracted for is subject to final approval in writing by the Purchaser.
13. (a) Part shipment is not allowed unless specifically agreed to by us.
(b) As far as possible stores should be dispatched by Indian Flagged vessels/Air India or through any Agency nominated by us.
14. Inspection/Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works if any inspection by Lloyd's or any other testing agency is considered necessary, it shall be arranged by contractors.
15. Where erection or assembly or commissioning is a part of the contract it should be done immediately on notification. The contractor shall be responsible for any loss/damages sustained due to delay in fulfilling this responsibility.
16. For items having shelf life, those with maximum shelf life should be supplied, if order is placed.

1. Terms & Conditions:

1. Definitions:

- (a) The term 'Purchaser' shall mean the President of India or his successors or assigns.
- (b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the Order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the contract.
- (c) The term 'Purchase Order' shall mean, the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms & conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of Stores or plant machinery or part thereof.
- (d) The term 'Stores' shall mean, what the Contractor agrees to supply under the contract as specified in the Purchase Order.

2. Prices:

Tenders offering firm prices will be preferred. Where a price variation Clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering & also the formula for any such variations.

3. Terms of Payment:

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

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

1. Original Bill of Lading/Airway Bill.
2. Commercially certified Invoices describing the stores delivered, quantity, unit rate and their total value in triplicate. The Invoice should indicate the discounts, if any, and Agency Commission separately.
3. Packing List showing individual dimensions and weight of packages.
4. Country of Origin Certificate in duplicate.
5. Test Certificate
6. Declaration by the Seller that the contents in each case are not less than those entered in the Invoice & the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.
7. Warranty & Guarantee Certificates vide Clause 20.

4. Import License:

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

5. Demurrage:

Supplier shall bear demurrage charges if any incurred by the Purchaser due to delayed presentation of shipping documents as prescribed in Para 3.2. to the Bankers within reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within ¼ days from the date of Air Way Bill for Air consignments.

6. Address of the Indian Agents:

7. Guaranteed Time of Delivery:

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

8. Inspection and Acceptance test:

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

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

8.3 When the Stores have passed the specified test, the Purchaser's representative shall furnish a certificate to this effect in writing to the Contractor. The Contractor shall provide copies of the tests Certificates to the Purchaser as may be required.

9. Mode of dispatch:

Generally, Stores should be dispatched by Indian Flagged Vessel/Air India or through any other Agency nominated by the Purchaser. A copy of the Invoice and packing list should invariably be kept inside each of the package.

10. Port of Entry:

Chennai/Bangalore

11. Port of Consignee:

Stores Officer, LEOS/ISRO, Bangalore.

12. Ultimate Consignee:

Stores Officer, LEOS/ISRO Bangalore (INDIA).

13. Shipping Marks:

The marks on the shipping documents such as Invoice, bill of lading and on the packages should be as follows :-

PURCHASE ORDER NO.....	Date

GOVERNMENT OF INDIA Department of Space Laboratory for Electro-Optics Systems 1 st Stage, 1 st Cross, Peenya Industrial Estate Bangalore-560 058	
Destination.....	Port of Entry

14. Insurance of the Stores:

The Purchaser shall be responsible for insuring the Stores wherever considered necessary. The Contractor, shall however be responsible for notifying as per proforma enclosed to the Purchaser or the insurers nominated by the Purchaser. The complete details of the proposed shipments including the value of each shipment and other relevant data, immediately after shipment to enable the Purchaser or the insurers to arrange for the insurance of the insurance policy, if required. The necessity or otherwise of insurance will be as indicated in the Purchase Order.

15. Contractor’s default liability:

15.1The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder.

- (a)If in the judgement of the Purchaser the Contractor fails to made delivery of Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- (b)If in the judgement of the Purchaser the Contractor fails to comply with any of the other provisions of this contract

15.2In the event of Purchaser terminates the contract in whole or in part as provided in Clause 15.1 the purchaser reserves the right to Purchase upon such terms and in such a manner as he may deem appropriate Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar stores and/or liquidated damages for delay as defined in Clause 19 until such reasonable times as may be required for the final supply of Stores.

15.3If this contract is terminated as provided in Clause 15.1 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title & deliver to the Purchaser under any of the following cases in the manner & as directed by the Purchaser.

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

15.4In the event the Purchaser does not terminate the Contract as provided in Clause 15.1 the Contractor shall continue the performance of the Contract, in which case he shall be liable to the Purchaser for liquidated damages for delay as set out in Clause 19 until the Stores are accepted.

16. Replacement:

If the Stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such Stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. The price of replacement items shall be paid by the Purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender. The cost of damages will however be claimed by the Purchaser from the insurance company. The import License/Customs Clearance Permit for the replacement will be provided by the Purchaser.

17. Rejection:

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

- (a)replace or rectify such defective Stores & recover the extra cost so involved from the Contractor or
- (b)terminate the Contract for default as provided under Clause 15 above.
- (c)Acquire the defective Stores at a reduced price considered equitable under the circumstances.

The provision of this article shall not prejudice the Purchaser's rights under Clause 19.

18. Extension of Time:

If the completion of supply of stores is delayed due to reason of Force Majeure such as acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine, restrictions, strikes and freight embargoes, the Contractor shall give notice within 15 days to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice after verification, if necessary may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

19. Delay in Completion/ liquidated Damages:

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

20. Guarantee & Replacement:

- (a)The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b)For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c)If in the opinion of the Purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the Purchaser provided the notice informing the contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- (d)Should the Contractor fail to rectify the defects, the Purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e)The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the Purchaser, as to whether or not the Stores supplied by the contractor are defective or any defect have developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the contractor.
- (f)To fulfill guarantee conditions outlined in Clause 20 (a) above, the Contractor shall, at the option of the purchaser, furnish a Bank guarantee (as prescribed by the Purchaser-Bank Guarantee enclosed) from a Bank approved by the Purchaser for an amount equivalent to 10% of the value of contract along with first shipment documents. On the performance & completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g)All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of Stores at Purchaser's site.
- (h)Even while the 12 month guarantee applies to all Stores in case where a greater period is called forth by our specifications then such a specification shall apply; in such cases the period of 14 months referred to in Clause 20(b) and (c) shall be the 'asked for' guarantee period plus two months.

21. Requirement of additional numbers of the Stores/Spare parts ordered:

The Contractor shall also undertake the supply of additional number (Nos) of items covered by the Order as considered necessary by the Purchaser at a later date. The actual price to be paid shall be mutually agreed to after negotiations.

22. Packing:

(a)The Contractor wherever applicable shall pack & crate all Stores for sea/air shipment as applicable in a manner suitable for export to a tropical humid climate in accordance with internationally accepted export practices and in such a manner so as to protect it from damage & deterioration in transit by road, rail or sea for space qualified stores. The contractor shall be held responsible for all damages due to improper packing.

(b)The Contractor shall ensure that each box/unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the contractor liable for additional expenses involved

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

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

(e)Transshipment of equipment shall not be permitted except with written permission of the Purchaser.

(f)Apart from the dispatch documents negotiated through Bank, the following documents shall also be airmailed to the Purchaser within 7 days from the date of shipment by sea & within 3 days in case of air consignments.

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

(b)Invoice (3 copies)

(c)Packing List (3 copies)

(d)Test Certificate (3 copies)

(e)Certificate of Origin.

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

23. Arbitration:

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

24. Language and measures:

All documents pertaining to the contract including specifications schedule notices, correspondence, operating & maintenance instructions drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

25. Indemnity:

The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this contract are free and clean of Infringement of any Patent copy right or trademark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract.

26. Counter Terms & Conditions of Suppliers:

26.1 Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

26.2Tender documents can be obtained from ISRO website also. In case a tenderer is using the documents and forms from the website, the cost of tender documents can be sent to the addressee (in the form of Bank draft) along with quotations”.

27. Security interest:

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

28. Bank Charges:

While the Purchaser shall bear the bank charges payable to his Bankers (State Bank of India, Peenya Branch, Industrial Estate Peenya, Bangalore – 560 058) the Contractor shall bear the Bank charges payable to his Bankers including the charges towards advising amendment commissions.

29. Training:

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

30. Applicable Law:

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