

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
LIQUID PROPULSION SYSTEMS CENTRE  
VALIAMALA, TRIVANDRUM 695547, KERALA  
PURCHASE & STORES**

Ph No: 0471-2567 726/813/317/319  
Fax +091-0472-2800712,0471-2567305

Date :27/09/2017

**INVITATION TO TENDER**

M/s

Our Ref No : 01TQ 2017-029641-01

Tender Due: 16:00 Hrs ISTon 19/10/2017

Opening : 10:30 Hrs ISTon 20/10/2017

Dear Sirs,

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

S.No.	Description of Items with Specifications	Unit	Quantity
1	OUTSOURCING OF QA ACTIVITIES BY SERVICE PROVIDER FOR TWO YEARS	HRS	105544

**DELIVERY AT:** LPSC, VALIAMALA  
**MODE OF DESPATCH** BY ROAD  
**DUTY EXEMPTIONS** Eligible for Customs duty exemptions.


**SPECIAL INSTRUCTIONS** NIL

**SPECIFIC TERMS** Enclosed

**INSTRUCTIONS TO TENDERERS:**

- Note:-1.Request for Proposal as per Annexure I.  
2.General terms and conditions as per Annexure II.  
3.Instruction for Two part tenders as per Annexure III.  
4. Fax / E mail offers will not be considered.

For and on behalf of the President of India  
The Purchaser

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# REQUEST FOR PROPOSAL

## OUTSOURCING OF QUALITY ASSURANCE ACTIVITIES OF LPSC BY SERVICE PROVIDER (Earth Storable Engine & Stages, Cryo Engine & Stages and Control Components & Modules)

**LIQUID PROPULSION SYSTEMS CENTRE  
INDIAN SPACE RESEARCH ORGANISATION  
VALIAMALA  
TRIVANDRUM - 695 547.**



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## **1.0 OPPORTUNITY AND OBJECTIVES**

- 1.1 LPSC, ISRO is looking for organizations having core competence and highly capable and diligent personnel to assist the departmental personnel to carry out Quality Assurance (QA) Activities related to Fluid Control Components and Control Systems, Earth storable Engines and stages and Cryo Engine & Stages, at LPSC, Valiamala, Thiruvananthapuram.
- 1.2 LPSC proposes to avail these services related to Quality Assurance from a reputed third party quality agency who has core competence in QC/QA activities
- 1.3 Proposals are invited from reputed third party agencies (preferably those who do not take up manufacturing related works for ISRO) having core competence in QC/QA areas related to Aerospace/Aircraft /Defence/Other precision industries to carry out the scope as detailed in this RFP.
- 1.4 The proposal shall include full history of the company, financial status, past experience, major tasks undertaken in the aerospace/aviation/defence and the other precision industries in similar areas, technical manpower availability with their competence etc. You are also requested to provide all relevant details for our consideration.


## **2.0 SCOPE OF WORK**

- 2.1 Service provider will be required to carry out tasks related to Quality Assurance Activities pertaining to Earth Storable & Cryo Fluid Control Components and Control Systems, Earth storable Engines and stages and Cryo Engine & Stages for a period of 2 yrs from the date of contract.

## **3.0 QUALITY ASSURANCE ACTIVITIES**

**Service provider has to carryout activities broadly related to:**

- 3.1 **Drawings** - Verification for implementation of changes as per configuration control (CC) change proposal, Generation of conformity report w.r.t standard and Maintenance of log book by necessary entries. Also generation of QA comments for deficiencies in drawings.
- 3.2 **Raw material clearance** - Scrutiny of Raw Material Clearance Certificate (RMCC) request for verification of clearance status of raw material & conformance of material to latest drawing and Maintenance of log book by necessary entries.
- 3.3 **Bought out items Lot clearance** - (Fasteners, Springs, Bellows, Filters, 'O'-rings etc) Verification of adequacy of test certificates/Inspection reports w.r.t. Purchase order, Checking conformance to Quality clauses/Specifications, Raising NC reports, if required and Preparation of draft Material Acceptance Certificate (MAC).

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- 3.4 **Visual inspection of seating and sliding areas** of non-conforming fabricated parts under microscope as part of LSC actions and submission of assessment report.
- 3.5 **Stage clearance for special processes-** (Passivation, Anodisation, Heat treatment, Sub assy. level welding etc) - Verification of availability of QC clearance certificates of parts and Conformance of process w.r.t. drawings and updation in appropriate register.
- 3.6 **Bonding of fabricated parts** -Verification of conformance to latest Configuration Control (CC) drawings, Verification of availability and conformance to records (inspection reports, NC reports, test certificates for special process, clearance status etc.), Raising conformance/ non-conformance reports, if required and Data entry of bonded parts.
- 3.7 **Functionally Critical Dimension (FCD) clearance related** - Verification of conformance to latest CC drawings, Scrutiny of FCD inspection reports, Reverification sliding clearances comparing with FCD acceptance criteria and Raising non-conformance reports, if required.
- 3.8 **Assembly parts list clearance** (fabricated and standard parts) **related** - Ensuring SRQA cleared parts are used for assembly and Identifying suiting pairs, if required.
- 3.9 **Analysis of test data related** - Generation of graphs for Flow tests, Response tests etc. Drawing graphs for performance analysis of various components in the ground test/Flight acceptance tests and Generation of test results data base.
- 3.10 **Audit of QC documents/Check list verification** - Collection of QC reports from Mechanical/Electrical QC teams, Comparison of QC reports with specification and generation of NC's if required and Compilation of NC's raised by QC teams. Study of various input documents and scrutiny of check list document for conformity with latest applicable drawings and generation of QA comments. Inputs for certification of the revised document after review and changes incorporated. For Engine system, audit of QC documents for completion of processes, inspection data, NC clearance status and generate QA comments.
- 3.11 **Providing inputs/support for preparation of PPT presentations** for meetings - Pre dispatch Review Committee-Fluid Control Components & Module, (PDRC-FCCM), Non conformance Control Review Board-Sub committee (NCRB-SC), Standing Design Review Committee Fluid Control Components & Module (SDRC-FCCM & SRC)
- 3.12 **Action points compilation and Data verification** - Component-wise compilation of action points from various meetings and Activities related to identified action closure from various meetings.
- 3.13 **QA Clearance of hardware** - Verification of QC documents, RMCC w.r.t latest CC cleared drawings, verification of completion of all processes indicated in the drawings such as passivation, anodization, HT, sub assembly level welding etc. Verification of NCRB



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recommendation and prepare QA clearance note and entry in the appropriate register for the same.


- 3.14 **Providing inputs/support for preparation of Quality documents** - Clearance reports for components, Compilation of FCD, Product Assurance/Quality Assessment reports and PFA reports.
- 3.15 **QA at work centres/IPRC, Mahendragiri/ SDSC, SHAR-** Participation in pre assembly, acceptance tests and audit at work centres in and around Mumbai, Hyderabad, Chennai, Pune etc as well as in IPRC, Mahendragiri/ VSSC, Thiruvananthapuram & SDSC, SHAR (Sriharikota)
- 3.16 Service provider's personnel may also be deputed to other ISRO centre/Work centre in and around Thiruvananthapuram as felt necessary from time to time.
- 3.17 **Any other activity that may be called for from time to time as may be felt necessary by LPSC.**

#### **4 SERVICE PROVIDER RESPONSIBILITIES**

- 4.1 Service provider shall independently carry out the required activities
- 4.2 Service provider shall provide all the required personnel in uninterrupted way for Quality Assurance activities in time bound manner.
- 4.3 Service provider shall replenish on real-time basis the required personnel in the case of leave or absenteeism or due to Attrition.
- 4.4 **Service provider shall identify a suitable focal point who will be the service provider's single point of contact for activities under this contract.**
- 4.5 Personnel deputed shall have fair oral and written communication skill in English.
- 4.6 Service provider shall complete each of the activities related to a particular hardware with summary/draft report in stipulated time period.
- 4.7 **No Sub-contracting of work in any form, either part or full shall be permitted.**
- 4.8 Service provider shall provide required experienced hands only in areas where experience has been given as pre-requisite.
- 4.9 The activities carried out are of sensitive nature and covered by rules and regulation of the Department. No information shall be taken out of this or disclosed to anyone outside the office.

#### **5 LPSC RESPONSIBILITIES**

- 5.1 LPSC shall be associated with service provider to co-ordinate the Quality Assurance functions.
- 5.2 LPSC shall assess and oversee the service provider's personnel performing activities

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- 5.3 LPSC through their System Reliability & Quality Assurance teams shall provide all the details for performing activities.
- 5.4 LPSC shall provide necessary drawings, data, procedure, standards, log books, registers, forms and QA plans.
- 5.5 LPSC shall be responsible for clarifying any queries raised by service provider.

**6 PERSONNEL**

- 6.1 **The personnel deputed shall have minimum qualification of Diploma in Mechanical Engineering with 2 years' experience in Quality area (Inspection/QC/QA).**
- 6.2 Service provider shall submit the details regarding qualification and experience of the work force being deployed, as and when personnel is positioned/ changed. Personnel meeting the aforesaid pre-requisites should be able to demonstrate their skills in the presence of department's representative. In case of any attrition in the skilled personnel, party shall seek for fresh skill demonstration of personnel, so as to ensure minimum number of skilled personnel available with them always and to have some buffer as a redundant measure for substituting the absentees.

**7 PERSONNEL ATTRITION AND RE-QUALIFICATION**

- 7.1 During the period of contract, in case of any attrition in qualified personnel, the contractor shall take advance actions to induct suitable experienced personnel duly concurred by LPSC.
- 7.2 Contractor has to ensure uninterrupted QA services. ie., in case of any absentism, the requisite number of personnel shall be replaced in concurrence with LPSC concurred personnel.



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## 8 WORK DETAILS

Following is the work description , annual deliverables and annual man-month estimate requirement to be positioned by the SERVICE PROVIDER for QA activities. This work and annual deliverables will be more or less uniformly spread over the whole year. Variations if any shall not exceed  $\pm 10\%$  of the average requirement.

SI No.	Work description	Annual deliverables (nos) Approx	Average Man hour/ deliverables (hrs) Approx	Total Man hours (hrs) Approx
01	<b>Drawings</b> <ul style="list-style-type: none"><li>- Verification for implementation of changes as per change proposal</li><li>- Study for correctness and completeness as per standards.</li><li>- Generation of conformity report</li><li>- Entry &amp; maintenance of log book.</li><li>- Auto CAD conversion</li></ul>	4187	0.8	3350
02	<b>Raw material clearance</b> Scrutiny of RMCC request for: <ul style="list-style-type: none"><li>- Verification of Clearance status of raw materials</li><li>- Conformance of material to latest CC drawings</li><li>- Entry &amp; maintenance of log book.</li></ul>	6250	0.7	4375
03	<b>Bought out items - Lot clearance</b> (Fasteners, Springs, Bellows, Filters, 'O'-rings etc) <ul style="list-style-type: none"><li>- Verification of adequacy of party test certificates / Inspection reports w.r.t Purchase order</li><li>- Checking conformance to Quality Clauses / Specifications</li><li>- Ensure availability of inspection/test reports for the tests carried out by LPSC/VSSC as per sampling plan.</li><li>- Raising NC reports, if required</li><li>- Preparation of draft MAC</li></ul>	2585	2	5170
04	<b>Visual inspection of seating and sliding areas</b> of non-conforming fabricated parts under microscope as part of LSC/NCRB actions and submission of assessment report.	5500	0.5	2750





SI No.	Work description	Annual deliverable (nos) Approx	Average Man hour/deliverables (hrs) Approx	Total Man hours (hrs) Approx
05	<p><b>Stage clearance for special processes</b> (Passivation, Anodization, Heat treatment, Sub assy. level welding etc)</p> <ul style="list-style-type: none"> <li>- Verification of availability of QC clearance certificates of parts.</li> <li>- Conformance of process w.r.t. drawings.</li> <li>- Entry &amp; maintenance of log book.</li> </ul>	6333	0.6	3800
06	<p><b>Bonding of fabricated parts</b></p> <ul style="list-style-type: none"> <li>- Verification of conformance to latest CC drawings</li> <li>- Verification of availability and conformance to records (inspection reports, RMCC, NC reports, test certificates for special process, clearance status etc.)</li> <li>- Raising non conformance reports, if required.</li> <li>- Preparation of bonding clearance.</li> <li>- Data entry of bonded parts.</li> </ul>	3200	0.5	1600
07	<p><b>FCD clearance related</b></p> <ul style="list-style-type: none"> <li>- Verification of conformance to latest CC drawings</li> <li>- Scrutiny of FCD inspection reports</li> <li>- Estimating sliding clearances and comparing with FCD acceptance criteria</li> <li>- Raising non conformance reports, if required</li> </ul>	2900	0.5	1450
08	<p><b>Assembly parts list clearance</b> (fabricated and standard parts) related</p> <ul style="list-style-type: none"> <li>- Re-verification of conformance to latest drawings</li> <li>- Ensuring SRQA cleared parts are identified for assembly</li> <li>- Identifying suiting pairs, if required.</li> </ul>	2900	0.5	1450



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SI No.	Work description	Annual deliverable (nos) Approx	Average Man hour/ deliverables (hrs) Approx	Total Man hours (hrs) Approx
09	<b>Generation of Inputs for test data analysis</b> <ul style="list-style-type: none"><li>- Generation of graphs of Flow tests, Response tests, Hot tests etc.</li><li>- Plotting of graphs for performance analysis of various components in the ground test / Flight acceptance tests</li><li>- PFA</li><li>- Generation of test results data base</li></ul>	2752	1.5	4129
10	<b>Audit of QC documents</b> <ul style="list-style-type: none"><li>- Collection of QC reports from mechanical/electrical teams</li><li>- Comparison of QC reports with specification and generation of NC's if required.</li><li>- Compilation of NC's raised by QC teams</li><li>- Audit of Assembly and integration check list @IPRC, VSSC &amp; SHAR.</li></ul>	2353	1.5	3529
11	<b>Providing inputs/support for preparation of PPT presentations for meetings</b> <ul style="list-style-type: none"><li>- PDRC-FCCM</li><li>- NCRB-SC /LSC</li><li>- SDRC-FCCM/DRT</li><li>- SRC</li><li>- CCB Review.</li></ul>	2150	2	4300
12	<b>Action points compilation and Data verification</b> <ul style="list-style-type: none"><li>- Component-wise compilation of action points from various meetings</li><li>- Activities related to identified action closure from various meetings</li></ul>	800	2.0	1600
13	<b>Providing inputs/support for preparation of draft Hardware Clearance reports</b> <ul style="list-style-type: none"><li>- Clearance reports for control components / control system elements</li><li>- Clearances of Engine and Stage h/w.</li><li>- Entry in data bank</li></ul>	6597	1.5	9896
14	<b>Providing inputs/support for preparation of Quality documents</b> <ul style="list-style-type: none"><li>- Product Assurance reports including Compilation of FCD</li><li>- Product assurance Report for flight stages.</li><li>- PFA reports</li></ul>	202	16	3234

SI No.	Work description	Annual deliverable (nos) Approx	Average Man hour/deliverables (hrs) Approx	Total Man hours (hrs) Approx
15	<b>QA at Work centres</b> - Participation in pre assembly, acceptance tests and audit at work centres. (Godrej/MTAR/ASACO/ Brahmos/ HAL/MIL,MFB, MBPL, Eagle seals etc.)	23 stages	30	690
16	<b>QA at IPRC/SDSC/VSSC</b> - Participation in Engine and Stage assembly & integration and during functional tests.	23 Stages	63	1449

Grand Total = 52772 Manhours/year

Estimated total Manhours for 2 years = 105,544 hrs

Estimated Total Mandays required per month for carrying out above mentioned activities :  
 (52772/8\*12) ~ 600 mandays per month

## 9 VERIFICATION BY LPSC

9.1 LPSC has the right to cross verify the activities carried out by the service providers personnel at any time

## 10 SCHEDULE

10.1 Service provider has to perform the activities on real-time basis only after the receipt of work instruction from LPSC.

10.2 Preparation and submission of completion status shall be real-time basis within the stipulated time.

10.3 Work shall be completed as per priority order determined by LPSC.

## 11 DOCUMENTATION

11.1 Service provider shall maintain proper records for all the assigned activities.

11.2 Service provider's focal point shall ensure maintenance of log books wherever required.

## 12 RECORDS

12.1 Records generated shall be submitted to LPSC, on real-time basis.

## 13 CONTRACT TYPE AND PRICES

Liquid Propulsion Systems Centre



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### 13.1 Contract Type

The term of the Contract is for Two years. Hence the price quoted shall be for 2 years. In case of any exigencies, department can opt for extension of the contract for further period of 1-3 years on mutually agreed terms i.e based on the performance & review at the end of 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> year.

### 13.2 Prices

The price shall be quoted as per the following guidelines:

**13.2.1 Amortised Man hour rate – For performing activities as per the guidelines and work content indicated in section 2.0, 3.0 & 8.0**

**13.2.2 In case the service provider's personnel are to be deployed to other ISRO centres/work centres as mentioned in para 3.15, the cost related to those including travel expenses shall be quoted separately and clearly.**

#### 13.2.3 Note:

The Amortised man hour rate/Out station daily rate quoted (as per 13.2.1 & 13.2.2) shall be firm and fixed for a period of 2 yrs and include all aspects like Personnel, their logistics like daily travelling expenses, accommodation if any, mandatory payments as per all social security & other statutory requirements etc. No other charges shall be payable by LPSC. The GST element (%) included in the quote shall be clearly mentioned.

## 14.0 COMPARISON OF OFFERS

14.1 The offers received will be compared for both technical conformance and the best price.

14.2 LPSC reserves the right to split and award the order to two or more parties at the lowest quotes.

## 15.0 PAYMENT

15.1. Payment would be made every month after certification of the work by the LPSC Contract manager.

## 16.0 SECURITY

16.1 The SERVICE PROVIDER has to follow all the LPSC security instructions applicable for people & processes prevailing at present and those issued from time to time

16.2 The SERVICE PROVIDER shall ensure that the personnel deployed are all Indian citizens only, character & antecedents of whom are duly verified by the Police. A compliance certificate to this effect shall be provided to LPSC by the service provider.



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16.3 The SERVICE PROVIDER shall ensure provisions of social security measures and other mandatory payments as per provisions of prevailing laws including applicable labour laws, for the personnel employed by them.

16.4 The SERVICE PROVIDER shall also verify/certify the conduct of the work force at regular intervals. If any of the workforces misbehaves or commits any misconduct, LPSC reserves the right to refuse permission to such persons to enter LPSC. Any violation in this regard will result in the termination of the contract without any notice.

## **17 OFFICIAL SECRECY**

17.1 The SERVICE PROVIDER shall not take any documents/process sheet/data of the results/floppy disks/CD/USB, etc, containing work details, outside the place of work.

17.2 The SERVICE PROVIDER shall ensure that their employees are not divulging any information to any person not authorized to receive such information.

17.3 The entire contract details shall be treated as strictly confidential and no information related to the same shall be parted with.

17.4 Any violation of secrecy, detected at any time of the contract, by any of the employees of the SERVICE PROVIDER may lead to termination of services of the employee/contract itself as deemed fit by LPSC. Any violation in this regard shall attract serious action.

## **18 GRIEVANCE REDRESSAL AND ARBITRATIONS**

18.1 The provisions relating to grievance redressal mechanism, including the details of the authority to whom a contractor/supplier may submit an application for review of any decision or action taken by the Centre/Unit, shall be incorporated in the Purchase Order/Contract.

18.2 In the event of any question, dispute or difference arising out of or in connection with any of the terms and conditions of the Purchase Order/Contract, the Centre/Unit & the supplier are not in a position to settle the dispute mutually, the matter shall be referred to the Head of the Centre/Unit for arbitration or as mutually agreed upon.

18.3 The award of the arbitrator shall be final and binding on both the parties to the contract.

18.4 The arbitration proceedings would be subject to the provisions of the Arbitration & Reconciliation Act, 1996, and the Rules framed there under.



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## **19 OWNERSHIP**

19.1 The personnel employed shall be employees of the SERVICE PROVIDER and LPSC has no responsibility towards the SERVICE PROVIDER's employees.

## **20 SHORT CLOSING/TERMINATION OF CONTRACT**

20.1 Under normal circumstances, short-closing/termination of the Contract is not foreseen. However, in case of continued non-performance of the Contractor, resulting in inordinate delays in carrying out the activities or inability to perform the tasks as per requirement in spite of repeated written requests, the Department reserves the right to terminate wholly or partly the Contract.

20.2 Discrepancies if any shall be brought to the attention of the party who shall assess the same & give a feedback to LPSC on the cause & corrective measures taken.

20.3 In case of repeated discrepancies arising out of the work done by a particular person, the agency shall take necessary action to train him to requisite level & in case of further repeating of similar observations take action to replace him if asked for by LPSC.

20.4 In the event of short-closing/ termination of the Contract, the following procedure shall be followed;

20.4.1 LPSC shall give a notice of not less than one month.

20.4.2 On receipt of the notice, the Contractor shall take all necessary steps for winding up of the Contract in line with the notice within a reasonable period, but in any case not exceeding three months from the date of posting the notice.

20.4.3 The compensation to be paid to the Contractor shall be agreed to by mutual negotiations.

20.4.4 LPSC shall in no circumstances be liable to pay any sum which, when added to the other sums paid, due or becoming due to the Contractor under this Contract, exceeds the amount specified in contract.

## **21 GENERAL TERMS AND CONDITINS**

21.1 The SERVICE PROVIDER shall ensure strict compliance with the provisions of the applicable Central/State Laws.

21.2 The personnel will be stationed only in areas identified for their work and shall not be allowed to pass into other areas without appropriate permission.



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- 21.3 All facilities and utilities entrusted to the SERVICE PROVIDER should be handled with due care and caution and any liability whatsoever in nature due to mishandling or otherwise would be borne by the SERVICE PROVIDER. It is also agreed by and between the parties that in any case, any liability arises, neither LPSC/ Government or agent or representative of LPSC/Government will be responsible for the same. In case it is assessed by the Govt. committee that the damages have been caused due to mishandling or otherwise by the SERVICE PROVIDER, the SERVICE PROVIDER will be liable to pay the entire damages to LPSC/Government.
- 21.4 In case of exigencies inside the campus first aid as available will be provided during the normal working hours. For further medical treatment and for any other emergency beyond the working hours the SERVICE PROVIDER shall make its own arrangement.
- 21.5 **Normal working hours:** 08.45 hrs. To 17.15 hrs. (8 hrs working with half an hour lunch break) with either 5 or 6 days per week as required. **However the service provider may extend the service of their employees beyond the hours and days indicated in case of any exigency of work.**
- 21.6 **Transport:** Transport 'To Valiamala or any other work spot' and 'From valiamala or any other work spot' is in the SERVICE PROVIDER scope. LPSC transport facility will not be available for employees of SERVICE PROVIDER.
- 21.7 Department **canteen facilities** available in the campus can be extended to the service provider's personnel if required at the rates fixed by department from time to time as applicable to such personnel.
- 21.8 All the employees shall be provided with neat uniform, appropriate footwear by the service provider. All the employees shall compulsorily wear the uniform on all working days. Soiled & torn uniform shall not be worn.
- 21.9 The employees shall be restricted to their area of work.
- 21.10 Identification cards (ID Cards) shall be provided by the SERVICE PROVIDER for all the employees positioned by it.

## 22 **MOST IMPORTANT: Submission of bids**

This is a 2 part tender. Part I is Techno commercial bid & Part II is Price bid.  
Part I shall contain all relevant information sought in this RFP except the price.  
An unpriced price bid format shall also form part of the part I offer. The price bid format is enclosed here in sec: 23.  
Part II shall contain the same price bid format attached in Part I with only the addition of price in the relevant columns of the unpriced price bid.

**PLEASE NOTE THAT ANY PART OF PRICE BEING PRESENT IN THE PART -I WILL LEAD TO AUTOMATIC REJECTION OF YOUR OFFER.**



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23. An unpriced price bid format is given below for reference. Part I of the offer shall clearly confirm that the price bid enclosed in Part II is as per this format.

Sl no.		Price (in Rupees) Including GST	
01.	Amortised man hr. rate		
02.	Out Stations rate (ISRO Centres/Work Centres)	Travel expenses	DA for food & Accommodation (Excluding amortised man day rate @ 8 hrs / day)
2.1	IPRC, Mahendragiri		
2.2	SDSC, Sriharikota		
2.3	Work centres in and around Mumbai		
2.4	Work centres in and around Hyderabad		
2.5	Work centres in and around Chennai		
2.6	Work centres in and around Pune		

**Note:**

1. The amortised man hour rates shall be applicable for personnel when they are assigned to work at LPSC, Valiamala or at other work centres or ISRO Centres located in & around Thiruvananthapuram. No additional payment will be made towards this.
2. DA rates shall be applicable for date of journey if the journey commences before 12 noon and also for the last journey day of the outstation trip if journey extends beyond 12 noon.

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**General Terms and Conditions:**

**1. Earnest Money Deposit :**

Earnest Money Deposit amounting to **Rs.5,00,000/-** shall invariably be submitted by you along with your offer. Offer without EMD will be rejected. The EMD shall be submitted in the form of Demand Draft/Bankers Cheque/FD receipts or Bank Guarantee drawn in favour of Accounts Officer, LPSC and payable at Thiruvananthapuram. Submission of EMD is exempted in respect of Registered vendors, Foreign vendors, CPSU/CPSE, MSE, KVIC, NSIC. Vendors seeking exemption from payment of EMD shall submit necessary proof like registration number, copy of relevant valid certificates along with your offer, failing which the said offer will be rejected. The EMD of a vendor will be forfeited if the vendor withdraws or amends their tender or deviates from the tender in any respect within the validity period of the tender.

**2. Purchase / Price Preference to MSEs**

Purchase/Price preference will be applicable to the product reservation admissible to the Micro and Small Enterprises. Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small and Medium Enterprises Development Act, 2006. The participating MSEs in a tender, quoting price within the band of L-1 + 15% may also be allowed to supply a portion of the requirement by bringing down their price to the L-1 price, in a situation where L-1 price is from someone other than an MSE. Such MSEs may be allowed to supply upto 20% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally. .

**3. Security Deposit**

On acceptance of the order, you shall submit an interest free amount equivalent to 10% of the total contract/order value towards security deposit. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Bank Guarantee/Demand Draft/PDR receipts duly endorsed in the name of the centre. The Security Deposit will be returned to you on successful completion of the Contractual obligations; failing which it shall be forfeited/adjusted.

**4. Offer Validity**

Your offer shall be valid for 120 days from the date of tender opening. In case you offer validity less than 120 days, the said offer is liable for rejection which may please be noted.

18. **Insurance:** You shall arrange personal insurance (All risk insurance coverage) for the labours being deployed for the work and produce certificates for verification before commencing the work at your cost.
19. Police Verification : Police Verification Report in respect of the technicians being deployed (including the Contractor) shall be arranged by you.
20. The data/document/drawing given by the Department to execute the job shall be treated as confidential and no information shall be passed on to any third agency.
21. You shall employ only qualified/experienced Indian Nationals. You shall follow the security guidelines of LPSC.
22. ***Your offer should reach us on or before the due date and time i.e, 19.10.2017 at 16.00 hrs IST.*** Offer received after the due date and time will not be considered. Offers received through fax or email will not be considered.

**INSTRUCTIONS FOR TWO PART TENDERS.**

1. We invite your offer duly signed, in **TWO** parts as follows:-

(a) **PART- I : TECHNICAL & COMMERCIAL** (Other than Price)

(b) **PART -II : PRICE BID**

**1.1 PART-I : TECHNICAL & COMMERCIAL**

1.1.1 **TECHNICAL:** The detailed Scope of work and other technical details for the proposed Outsourcing of QA activities as detailed in RFP as per Annexure I, and Commercial Terms as per Annexure II shall be covered in this part. Please enclose a copy of the details indicated in price quotation (**WITHOUT PRICES OR BY MASKING THE PRICE**) **mainly** to know the items/ services for which you have indicated prices in price bid. **This part should not contain prices.** The Technical and commercial part of the offer should be kept in a sealed envelope superscribing the following details.

**QUOTATION AGAINST TENDER NO 01TQ 201702964101**

**DUE ON 19.10.2017 at 16.00 hrs IST**

**OPENING ON 20.10.2017 at 10.30 hrs IST**

**OUTSOURCING OF QA ACTIVITIES.**

**PART I - TECHNICAL & COMMERCIAL**

The cover should indicate" **SENDER'S**" address.

**1.2. PART -II : PRICE BID**

1.2.1. This part shall contain **PRICE** details only.

1.2.2. The price for the item should be indicated item wise in this part as per the price format. All the items/ services mentioned in the Technical Part should come here and prices indicated against each. The break-up for each item or services should be indicated.

1.2.3. Whenever options are quoted, the same should also be indicated with quantity and unit rate separately. The prices are to be mentioned both in figures and in words. This part should also be kept in a sealed cover superscribing as follows:-

**QUOTATION AGAINST TENDER NO 01TQ 201702964101**

**DUE ON 19.10.2017 at 16.00 hrs IST**

**OPENING ON 20.10.2017 at 10.30 hrs IST**

**OUTSOURCING OF QA ACTIVITIES.**

**PART II - PRICE BID**

THE TWO SEALED COVERS PREPARED AS ABOVE SHOULD BE KEPT IN ANOTHER ENVELOPE, SEALED AND SUPERSCRIBED AS UNDER:-

"Quotation against Tender No. 01TQ 201702964101 Due on 19.10.2017 at 16.00 hrs IST for **OUTSOURCING OF QA ACTIVITIES** containing **TWO SEPARATE COVERS PART-1 & PART -II** and addressed to:

**SR.PURCHASE & STORES OFFICER**  
**Liquid Propulsion Systems Centre**  
**Valiamala (PO)**  
**Thriuvananthapuram- 695 547.**

The cover should indicate " **SENDER'S** " address

For any clarification you may contact us at following phone/Fax Nos.

Telephone : 0471 2567726/0471 2567727

Fax : 0472 2800712/0471 2567305

Your offer should reach us on or before the due date and time i.e. **19.10.2017 at 16.00 hrs IST. *Offers received after the due date and time will not be considered.***

**Offers received through fax or email will not be considered.**

**Note:**

Tender fee **Rs.590/- (Rupees Five Hundred and Ninety only)**(Including GST) shall be payable only in the form of Bank draft in favour of Accounts Officer, LPSC, Valiamala payable at Trivandrum and the same shall be enclosed along with Part-I, Techno-Commercial Bid, **without which your offer will not be considered.**

GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
**LIQUID PROPULSIONS SYSTEMS CENTRE**  
PURCHASE AND STORES DIVISION

Form No. DOS:PM:20

**TERMS AND CONDITIONS OF TENDER**

1. Tenders should be sent in sealed envelopes superscribing the relevant tender No, and the due date of opening. Only one tender should be sent in each envelope.
2. Late tenders and delayed tenders will not be considered.
3. Taxes, legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. a) Your quotation should be valid for 120 days from the date of opening of the tender or any other period as specified in the tender enquiry. Offer with validity lesser than that specified is liable for exclusion from the procurement process.
  - b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
5. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
  - (b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.
  - (c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
  - (d) **Specifications:** Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options

have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

6. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
7. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
8. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
9. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
10. The authority of the person signing the tender, if called for, should be produced.

#### **TERMS & CONDITIONS OF TENDER**

##### **1. DEFINITIONS:**

- (b) The term 'Purchaser' shall mean the President of India or his successors or assigns.
- (c) 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, representative, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

##### **2. PRICES:**

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

3. **SECURITY DEPOSIT:**

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. **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 found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) **Performance Bank Guarantee:** To fulfil guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

- (g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee period plus two months.

**5. PACKING FORWARDING & INSURANCE:**

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

**6. DESPATCH:**

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

**7. TEST CERTIFICATE:**

Wherever required, test certificates should be sent along with the despatch documents.

**8. ACCEPTANCE OF STORES:**

- (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.
- (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- (c) If, in the opinion of the purchaser, all or any of the stores that do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
- (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the



Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

**9. REJECTED STORES:**

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

**10. DELIVERY AND LIQUIDATED DAMAGES:**

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.
  - (i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or
  - (ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
  - (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re-purchase then such agreement is made within six months from the date of such failure. But the Contractor shall

not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

**11. EXTENSION OF TIME:**

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

**12. ERECTION OF PLANT & MACHINERY:**

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

**13. PAYMENT:**

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

**14. MODE OF PAYMENT:**

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

**15. RECOVERY OF SUM DUE:**

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount

recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

**16. INDEMNITY:**

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

**17. ARBITRATION:**

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit –

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or
- (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office – In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

**18. COUNTER TERMS AND CONDITION OF SUPPLIERS:**

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

**19. SECURITY FOR PURCHASE OF MATERIALS:**

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

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**INSTRUCTIONS TO TENDERERS**

1. The Tenderers should submit quotations in duplicate in a sealed envelope, superscribing the Tender No. and due date of opening and complete in all respects with technical specifications, including pamphlets and catalogues.
2. A Proforma Invoice may also be given which should contain the following information:
  - a) The FOB/FCA value, the C & F value for import by Sea freight / Air freight up to and for air parcel post up to ..... should be separately indicated.
  - b) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.
  - c) The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.
  - d) The earliest delivery period and country of origin of the Stores.
  - e) Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.
  - f) The approximate net and gross weight and dimensions of packages/cases.
  - g) Recommended spares for satisfactory operation for a minimum period of one year.
  - h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.
3. The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
4. The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
5. Samples, if called for, should be sent free of all charges.
6. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.
7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
8. The details of Import Licence will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
10. Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only.
11. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
12. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
13. a) Part shipment is not allowed unless specifically agreed to by us.  
b) As far as possible stores should be despatched by Indian Flag Vessels / Air India

through any Agency nominated by us.

14. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.
15. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.
16. For items having shelf life, those with maximum shelf life should be supplied if order is placed

## I. TERMS AND CONDITIONS

### 1. DEFINITIONS:

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

### 2. PRICES:

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

### 3. TERMS OF PAYMENT:

- 3.1. Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.
- 3.2. The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents:
  - a) Original Bill of Lading / Airway Bill
  - b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.
  - c) Packing List showing individual dimensions and weight of packages.
  - d) Country of Origin Certificate in duplicate.
  - e) Test Certificate.
  - e) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.
  - f) Warrantee and guarantee Certificate/s vide Clause 20 herein below

### 4. IMPORTANT LICENCE:

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

5. DEMURRAGE:  
Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.
6. ADDRESS OF INDIAN AGENTS:  
.....  
.....
7. GUARANTEED TIME DELIVERY:  
The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.
8. INSPECTION AND ACCEPTANCE TEST:  
8.1. The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.  
8.2. For tests on the premises of the Contractor or of any of his sub-Contractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchaser's representative to carry out the tests efficiently.  
8.3. When the stores have passed the specified test, the purchaser's representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.
9. MODE OF DESPATCH:  
Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.
10. PORT OF ENTRY:  
Thiruvananthapuram
11. CONSIGNEE:  
Purchase & Stores Officer, Stores, (Valiamala, Thiruvananthapuram)
12. SHIPPING MARKS.  
The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follow:

PURCHASE ORDER NO. ....

DATED .....

GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
LIQUID PROPULSION SYSTEM CENTRE  
DESTINATION: THIRUVANANTHAPURAM / MADRAS /

BANGALORE  
PORT OF ENTRY: THIRUVANANTHAPURAM / MADRAS /  
BANGALORE

13. INSURANCE OF THE STORES:

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

14. CONTRACTOR'S DEFAULT LIABILITY:

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

- a) If in the judgment of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

15. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of stores.

15.1. If this Contract is terminated as provided in Clause 14 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

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

15.2. In the event the Purchaser does not terminate the Contract as provided in Clause 14, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delays set out in Clause 19 until the stores are accepted.

16. REPLACEMENT:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17. REJECTION :

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in



writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either –

- a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
- b) terminate the Contract for default as provided under clause 14 above, or
- c) Acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

18. EXTENSION OF TIME:

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

19. DELAY IN COMPLETION / LIQUIDATED DAMAGES:

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

20. GUARANTEE & REPLACEMENT:

- a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.
- b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any parts thereof are faulty.
- c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals shall be made by the Contractor free of all costs to the purchaser provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the

Contractor.

- f) To fulfill guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of stores at purchaser's site.
- h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

21. REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:

The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

22. PACKING:

- a) The Contractor wherever applicable shall pack and crate all stores for sea / air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.
- b) The Contractor shall ensure that each box / unit of shipment is legible and properly ~~marked~~ marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.
- c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.
- d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.
- e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.
- f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments:
  - Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)
  - Invoice (3 copies)
  - Packing List (3 copies)
  - Test Certificate (3 copies)
  - Certificate of Origin.

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

23. ARBITRATION:

If at any time any question, dispute or difference whatsoever shall arise between

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

24. LANGUAGE AND MEASURES:

All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract.

25. INDEMNITY:

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

26. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

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

27. SECURITY INTEREST:

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

28. BANK CHARGES:

While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

29. TRAINING:

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

30. APPLICABLE LAW:

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

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GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
**LIQUID PROPULSION SYSTEM CENTRE**  
PURCHASE DIVISION  
VALIAMALA P.O. THIRUVANANTHAPURAM

Tender No: 01TQ 2017 029641 01  
Due on: 14.10.2017.  
Tenders Ref. No: .....  
Date: .....

**TENDER FORM**

From :  
.....  
.....  
.....

To: The Purchase & Stores Officer,  
Liquid Propulsion Systems Centre  
Valiamala P.O.  
Thiruvananthapuram – 695 547

Dear Sir,

I/We hereby offer to supply the stores detailed below at the price hereunder quoted and agree to hold this offer open till.....I/We shall be bound to supply the stores hereby offered upon the issue of the Purchase Order communicating the acceptance there of on or before the expiry of the last mentioned date. You are at liberty to accept any one or more of the items of stores tendered for or any portion of any one or more of the items of such stores. I/We notwithstanding that the offer in this tender has not been accepted in whole, shall be bound to supply to you such items and such portion or portions of one or more of the items as may be specified in the said Purchase Order communicating the acceptance:

Sl. No.	Description	Quantity	Unit	Rate Rs.	Delivery Date
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NOTE: All the rates should be given both in figures and words.

Place at which delivery will be made: .....  
Date by which the ordered items will be supplied:.....

2.I/We have understood the items of the tender annexed to the invitation to tender and have thoroughly examined the specification/drawing and / or pattern quoted or referred to herein and /are fully aware of the nature of the stores required and my/our offer is to supply the stores strictly in accordance with the requirements subject to the terms and conditions stipulated in the enquiry and contained in the purchase order communicating the acceptance of this tender either in whole or in part.

Signature of Tenderer  
Date.....  
(Seal)