

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

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Date :01/11/2017

**INVITATION TO TENDER**

M/s

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Our Ref No : TP13 2017-030330-01

Tender Due: 16:00 Hrs ISTon 20/11/2017

Opening : 10:30 Hrs ISTon 21/11/2017

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: DOS:PM:020/DOS )

S.No.	Description of Items with Specifications	Unit	Quantity
1	Project Leader (PL) for Software development	NOS.	1
2	Project Leader (PL) for Network Administration	NOS	1
3	Senior Computer Programmer (SCP) for Software development in Java	NOS	3
4	Senior Computer Programmer (SCP) for Software development in .NET	NOS	1
5	Senior Computer Programmer (SCP) for Network Administration	NOS	1
6	Junior Computer Programmer (JCP) for Software development in Java	NOS	4
7	Junior Computer Programmer (JCP) for Software development in .NET	NOS	1
8	Junior Computer Programmer (JCP) for Network Administration	NOS	3

**DELIVERY AT:** LPSC, VALIAMALA

**MODE OF DESPATCH** ON SITE

**DUTY EXEMPTIONS** EXEMPTED

**SPECIAL INSTRUCTIONS** NIL

**SPECIFIC TERMS** DOS:FM:020/DOS

**INSTRUCTIONS TO TENDERERS:**

1. Request For Proposal (RFP) as per Annexure - I.
2. General terms and conditions as per Annexure - II.
3. Instructions for Two Part tender as pe Annexure - III.
4. Fax/e-mail offers will not be accepted.

# **PROPOSAL FOR DEVELOPMENT & MAINTENANCE OF IN-HOUSE SOFTWARE PACKAGES AND CAMPUS WIDE NETWORK SYSTEM ADMINISTRATION FOR LPSC, VALIAMALA**

## **1. INTRODUCTION**

Computer Infrastructure & Software Development Group (CISDG) of LPSC is responsible for Feasibility Study, Requirement Analysis, Design, Development, Implementation & Maintenance of various Application Software packages and Websites for Liquid Propulsion Systems Centre in both Intranet and Internet domain. The software development activities are mainly carried out in .NET, Java & PHP platforms. Sybase, MSSQL Server, MySQL & SQLite are used in the backend for database. The website development is carried out using tools JSP, CSS, JavaScript and jQuery. CISDG is also responsible for establishing, managing and maintaining campus wide enterprise network. Through the campus wide network, various facilities like Internet & Intranet are hosted. The services rendered through these facilities include e-Mail,

Application level hardening, Vulnerability analysis and Log analysis of Firewall and UTM logs. It is proposed to engage a contract for carrying out all the activities related to the realization of fresh software packages and websites, their maintenance, updation of existing packages and their future maintenance as well as for carrying out all the activities related to the administration of campus wide enterprise network, e-Mail services and support for Cyber Security management.

## **2. PURPOSE OF THIS RFP**

This RFP is prepared for carrying out Software development, Maintenance, Website development/enhancement and Network administration activities by positioning required functionaries at LPSC, Valiamala. The detailed scope of the work along with other techno-commercial requirements is explained in the coming sections. Throughout this document, LPSC is defined as the Purchaser and the bidder is referred as the Supplier.

## **3. ACRONYMS**

The description of specific terminologies and acronyms referred in this RFP are the following:

CISDG - Computer Infrastructure & Software Development Group

User Agency - End User(s) of various software packages & network services/computer facilities availed

CM - Contract Manager

JCRC - Joint Contract Review Committee

ISRO - Indian Space Research Organization

PL - Project Leader

SCP - Senior Computer Programmer  
JCP- Junior Computer Programmer  
IT - Information Technology  
FRD - Functional Requirement Document  
SRD - Software Requirement Document  
SRS - Software Requirement Specification  
DFD - Data Flow Diagram  
CISF - Central Industrial Security Force

#### **4. CONTRACT MANAGEMENT**

For the smooth operations of the contract, a Joint Contract Review Committee (JCRC) shall be formed. This committee will comprise of officials from the Purchaser and at-least one representative from the Supplier. The Purchaser also will identify one of their senior officials as the Contract Manager for this contract and he/she will be coordinating with the Supplier for executing the activities. On execution of the contract, this joint committee will be formed and they are responsible for the monitoring and supervising all activities. This committee will be responsible for estimating the quantum of work, scheduling of project activities, monitoring the progress of activities, performance grading and selection of suitable functionaries for the project. Towards this, JCRC responsibilities are described in detail.

##### **4.1) Finalization of Projects and Assessment of Work Units**

- Immediately after the acceptance of the contract, the Purchaser will convene the meeting of JCRC, present the list of activities and finalize the activities which are to be completed based on the need. Each of such activities is considered as a Project. A Project can be a fresh Software Development Activity, Software Maintenance Activity, Website Development Activity or Network Administration Activity. Accordingly, for each identified project, the quantum of work required shall be computed and total work units shall be finalized as per Clause 14.
- During the development/maintenance process, due to change in scope of work, the quantum of work may vary and this committee shall re-work the work units required for each project. Due to change in priority, additional projects may have to be engaged as per the directives of the Purchaser. The JCRC shall periodically assess the progress of each project and re-assess the quantum of work for such activities and compute revised work units involved for the same.

##### **4. 2) Preparation of Schedules for each Project**

- Based on the quantum of work, the Supplier shall prepare time schedules for each of the projects and submit to the JCRC. JCRC will examine the schedules and prioritize the activities to be carried out. A mutually agreed schedule for the completion of each project will be prepared. In the preparation of schedule, various milestones for each project shall be identified which will be taken as the basis for determining performance grading. For each project, work units required to complete each milestone shall be

worked out. In the case of Network Administration, the activity is further divided into multiple tasks and mile stones shall be worked out accordingly.

- The performance grading will be based on the progress made with respect to each phase of software/website development lifecycle namely requirement analysis, design, coding, testing, implementation, documentation and training. In the case of software/website maintenance, the progress in impact analysis, coding, testing, implementation and updated documentation activities will be taken into account. In the case of network administration, the performance grading will be based on the progress made with respect to each of the identified tasks.
- Either due to change in priority or due to change in scope of work, the schedules have to be re-worked to suit the requirements of the Purchaser.

## **5. SCOPE OF WORK**

The purchaser had developed many in house software packages primarily using Java, .NET and PHP platforms with MySQL, Sqlite, Sybase and MSSQL databases. Many of these packages are operational and are extensively used. The purchaser had also developed several websites in Intranet and Internet. Some of the software packages are under development. Several requirements for the development of fresh software packages and websites exist currently. The Purchaser had also established campus-wide enterprise Intranet and Internet facilities. To meet the varying requirements for Software development, Maintenance, Website development/enhancement and Network administration it is proposed to engage a contract for a period of one year initially. The supplier has to position experienced and expert functionaries at the Valiamala unit of the Purchaser and has to carry out various activities in accordance with the requirements of the Purchaser. With respect to this, the following activities have to be carried out.

### **5.1) Software Development and Maintenance**

1. The JCRC identified Projects will be taken for software development & maintenance.
2. The Supplier shall be responsible for the completion of such software projects under the guidance of officials of the Purchaser.
3. The Supplier will be responsible for Requirement Analysis, Preliminary and Detailed Design, Software Coding, Testing, Implementation, Training and Maintenance of the software/website with required documentation for each of the projects.
4. In case of fresh projects, the Purchaser will identify the problems in consultation with its various divisions. Suppliers shall carry out all activities related to software/website development and implementation under the guidance of the Purchaser. For each project, one official from the Purchaser will be identified as the focal point.
5. Apart from fresh software packages, it may be required to incorporate additional features / functionalities to existing in-house packages. In few cases, integration with existing legacy packages is also essential.

6. The complete Software development and Maintenance shall be carried out in accordance with IEEE 12207 based ISRO Software Engineering Standards.
7. In the area of website management, updation or maintenance of information portals, data migration, content updation and development of related modules need to be carried out.

### **5.2) Network Administration**

1. The JCRC identified Projects will be taken for Network Administration Activities
2. In the area of Secured Computing, it is essential to carry out OS (Operating System) and application level hardening, incorporating secured computing practices and conduct vulnerability analysis.
3. Cyber security monitoring activities include local auditing & up-keeping of Firewall /Unified Threat Management (UTM) logs and other server logs.
4. In the case of e-Mail management, generating scripts for fresh email tools, user creation, quota allotment and troubleshooting activities need to be carried out.
5. Network traffic analysis and centralized antivirus updation status monitoring is also the responsibility of the supplier

### **5.3) Execution of Work**

Supplier has to position the functionaries with specified qualification and skill set inside the campus of Valiamala unit of the Purchaser. List of functionaries required are Project Leader (PL), Senior Computer Programmer (SCP) & Junior Computer Programmer (JCP). Responsibility of each of the functionary is as follows:

- **Project Leader (PL)** will be working under the guidance of CM (Contract Manager). He/she has to supervise Senior Computer Programmers and Junior Computer Programmers in carrying out identified activities. CM along with the JCRC will be reviewing and monitoring all the activities. PL for Software Development and Maintenance has to supervise all activities related to software and website development, viz., Requirement Analysis, Software Design, Development, Testing, Implementation, Integration with legacy packages and Version Management activities. PL for Network Administration has to supervise all activities related to Network Administration such as Linux System Administration, configuring email services with open source tools and cyber security management.
- **Senior Computer Programmers (SCP)** will be working along with officials of the Purchaser for different activities and their activities will be monitored and reviewed by both officials of the Purchaser and the Project Leader. SCP for Software Development has to carry out Requirement Analysis, Software Design, Development, Testing, Implementation, Generation of Reports, Version Management and Documentation activities. In the case of software updation, SCP has to carryout impact analysis also. He/She has to carry out website development and maintenanceactivities also. SCP for Network Administration has to carry out activities including Linux System

Administration, configuring email services with open source tools and assist in cyber security activities.

- **Junior Computer Programmers (JCP)** will be working along with officials of the Purchaser for different activities and their activities will be monitored and reviewed by both officials of the Purchaser and the Project Leader. JCP for Software Development shall carry out the Software Development, Generation of Reports, Testing, Implementation and Documentation activities. They will also assist SCP in carrying out Impact analysis and version management. JCP for Network Administration has to carry out hardening of CS & application packages, their vulnerability testing and assist in mail management & log analysis of UTM/Firewall.

The Qualification, Experience & Expertise required with number of functionaries required for different roles are listed below.

Sl No	Role & Responsibilities	Qty( No.)	Qualification	Field of Expertise & Experience Required
<b>Software Development and Maintenance activities</b>				
<b>A) Java based Applications – Software Development and Maintenance</b>				
A.1	Project Leader	1	BTech/BE (Computer Science / IT)	<ul style="list-style-type: none"> <li>- Expertise in Java, JSP, jQuery, Ajax, Spring, Hibernate, Jasper Report, MySQL database in MVC Architecture</li> <li>- Minimum 3 years experience in requirement analysis, design, software coding, testing &amp; implementation of software projects in Java platform</li> <li>- In the 3 years experience, minimum 2 years experience in leading software development teams as Project Leader is essential</li> </ul>
A.2	Senior Computer Programmer	3	BTech/BE (Computer Science / IT)	<ul style="list-style-type: none"> <li>- Expertise in Java, JSP, JQuery, Ajax, Spring, Hibernate, Jasper Report &amp; MySQL database in MVC Architecture is required</li> <li>- Minimum 2 years experience in Java based software projects is essential</li> </ul>
A.3	Junior Computer Programmer	4	Diploma (Computer Engineering)	<ul style="list-style-type: none"> <li>- Expertise in Java, JSP, JQuery, Ajax, Spring, Hibernate &amp; MySQL is required</li> <li>- Minimum 1 year experience in software projects in Java platform</li> </ul>
<b>B) .NET Applications - Software Development and Maintenance</b>				
B.1	Senior Computer Programmer	1	BTech/BE (Computer Science / IT)	<ul style="list-style-type: none"> <li>- Expertise in .NET framework, Crystal Report, jQuery, Ajax &amp; SQL Server is required</li> <li>- Minimum 2 years experience in .NET based software development is essential</li> </ul>
B.2	Junior Computer Programmer	1	Diploma (Computer Engineering)	<ul style="list-style-type: none"> <li>- Expertise in .NET framework, Crystal Report, jQuery, Ajax &amp; SQL Server is required</li> <li>- Minimum 1 year experience in software development</li> </ul>

**Note:** Among the Senior Computer Programmers mentioned in the above table, it is preferred to have one functionary with expertise in using open source tools like PHP in addition to the specified experience in Java or .NET framework

<b>Network Administration activities</b>				
<b>C) Network Administration</b>				
C.1	Project Leader	1	BTech/BE (Computer Science / IT/Electronics)	<ul style="list-style-type: none"> <li>- Expertise in testing of Internet based Application packages, Hardening of OS and application packages, Linux System Administration, configuring email services, cyber security and vulnerability analysis</li> <li>- 3 years experience in testing of Internet based Application packages, Hardening of OS and application packages, Linux System Administration, configuring email services, cyber security and vulnerability analysis</li> <li>- In the 3 years experience, minimum 2 years experience in network administration as Project Leader is essential</li> </ul>
C.2	Senior Computer Programmer	1	BTech/BE (Computer Science / IT/Electronics)	<ul style="list-style-type: none"> <li>- Minimum 2 years experience in testing of Internet based Application packages, Hardening of OS and application packages and Vulnerability analysis.</li> <li>- Experience in Linux System Administration, configuring email services with open source tools and expertise in Cyber Security is preferred. Certification in Networking is preferred.</li> </ul>
C.3	Junior Computer Programmer	3	Diploma (Computer / Electronics Engineering)	<ul style="list-style-type: none"> <li>- Minimum 1 year experience in testing of Application packages, Hardening of OS &amp; application packages and Vulnerability analysis.</li> </ul>

**Note:** In case, PL with adequate expertise is not available, the Purchaser may increase the number of SCPs. The number of functionaries mentioned is for the immediate requirements. During the contract period, if additional functionaries are required the Supplier shall arrange the same as required by the Purchaser.

## 6. PERIOD OF CONTRACT

The contract is initially for a period of one year, which can be renewed for one more year at the same terms & conditions. If the Supplier's performance is found to be satisfactory, the contract can be further extended for additional period subject to mutually agreed terms & conditions between Purchaser and the Supplier.

## **7. SELECTION**

Only candidates with specified qualification and skill set shall be identified for the activities of the Purchaser as mentioned in Scope of Work (Clause 5). Before inducting them for the contract, the JCRC will evaluate their expertise and candidates suiting to the Purchaser's requirements only will be allowed to work under the contract. In case of replacement also same process will be followed. However during the operation of the contract, if any of the engaged functionary is found violating discipline or found not competent the Purchaser has the right to remove them from the work without any notice.

## **8. SHORT CLOSING / TERMINATION OF CONTRACT**

Under normal circumstances, short closing/termination of the contract is not foreseen. However, the Purchaser can terminate the contract wholly or partly any time within the contract period with an advance notice period of one month. In the event of short closing/termination of the contract, the following procedure shall be followed.

- The purchaser shall give a notice period not less than one month
- On receipt of the notice, the supplier 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 the notice period.
- The compensation to be paid to the supplier during the notice period shall be agreed to by mutual negotiations.
- The purchaser shall in no circumstances be liable to pay any sum which, when added to the other sums paid, due or becoming due to the supplier under this contract, exceeds the amount specified in this contract.

## **9. GRIEVANCE REDRESSAL AND ARBITRATIONS**

- The provisions relating to grievance redressal mechanism, including the details of the authority to whom the supplier may submit an application for review of any decision or action taken by the purchaser, shall be included in the Purchase Order/Contract.
- 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 and the Purchaser and the Supplier are not in a position to settle the dispute mutually, the matter shall be referred to the Head of the Purchaser (LPSC) for arbitration or as mutually agreed upon.
- The award of the arbitrator shall be final and binding on both the parties to the contract.
- The arbitration proceedings would be subject to the provisions of the Arbitration & Reconciliation Act, 1996 and the rules framed there under.

## **10. PURCHASER (LPSC) RESPONSIBILITY**

- Identify one of its Senior Officials as the Contract Manager (CM) and he/she will be coordinating among end users, other officials of the Purchaser and the Supplier.



- Project-wise focal points shall be identified and they will be assisting CM to carry out the project activities.
- Analyze the functional requirements for the software in coordination with the User Agencies
- Guide and provide functional knowledge to the Supplier during the course of development of the software. Functional knowledge includes domain knowledge as well as details of workflow and user roles in software packages.
- Guide the Supplier regarding design, layout and content with respect to website development. As part of day to day activities, related to Website management, the Purchaser will assign tasks to the engaged functionaries.
- In case of interfacing with the existing Legacy Packages, the details required for the same shall be provided to the Supplier.
- Familiarize functionaries with respect to IEEE 12207 based ISRO Software Engineering Standards
- Conduct periodical reviews, verify the progress of activities and certify the documents generated by the Supplier during the Life Cycle of the Software Development
- Carry out the Code Walk Through
- Testing and Evaluation of the software system for accepting the software including review/ verification of the Software Requirement Specification (SRS), Data Flow Diagrams (DFD) and table structure.
- Prepare the Test Plan and identify the Test cases
- Provide the tools, components and other facilities required to carry out the software development and implementation activities
- As part of day to day activities, related to Cyber Security analysis and for the development of e-Mail based features, Purchaser will assign different tasks to the engaged functionaries
- Guide the functionaries in the usage of currently used UTM/Firewall and in requirement analysis for various Internet based applications and e-Mail features.
- Constitute a Joint Contract Review Committee (JCRC) comprising of Contract Manager, representatives from problem domain areas, CISDG and with at-least one representative identified by the supplier.
- Provide pass to the functionaries to enter the campus of the Purchaser.

## **11. SUPPLIER RESPONSIBILITY**

### **11. a) General Responsibilities**

- Supplier has to position their functionaries with specified qualification and skill set inside the Valiamala unit of the Purchaser. The functionaries shall report and work under the guidance of Contract Manager (CM).
- Normal working hours are 8.45 hrs. To 17.15 hrs. (8.5 hrs), 5 days per week. However, the Supplier may have to extend the service of their functionaries as demanded by the

Purchaser, in case of any exigency of work both beyond normal working hours as well as on holidays.

- Ensure that the functionaries report to the Purchaser and sign the attendance register (maintained by the Purchaser) during the time of entry and exit at the lab of the Purchaser.
- In case of replacement of functionary(s) due to resignation from duty, supplier shall intimate the same at least one month in advance to his/her relieving date and arrange suitable replacement within two weeks of submission of initial intimation. It is expected that the transfer of knowledge between the vacating and replaced functionary(s) shall be smooth and shall not result in delay of the ongoing activities.
- In case of absence of one of the functionaries for a longer duration of period such as more than two weeks, the supplier shall arrange suitable replacement so that the existing assignments won't get delayed.
- The Supplier shall review the performance of the various Projects and in case, the performance of any of the functionary is found not satisfactory they shall take immediate action to replace them with the concurrence of the Contract Manager (CM).
- The requirement of additional functionaries may further increase during the period of the contract and the Supplier shall provide the same, if required, on the same terms and conditions and rates, especially to meet time critical activities even for short time periods.
- Shall nominate one of their Senior Officials as a member of JCRC and he/she has to assist JCRC in finalizing the quantum of work per Project and in the preparation of Schedules.

**11. b) The Project wise responsibilities of the Supplier are the following:**

- Analyze the requirements of the User Agency with the help of the Purchaser
- Assist User Agency in the preparation of FRD/SRD
- Generate Software Requirement Specification (SRS) document
- Prepare Design Document
- Carry out Interface and Database Design
- Carry out the Software Coding using the tools identified by the Purchaser
- Carry out Testing (Module & Package level) and prepare the Test Documents
- Generate User Manual
- Coordinate with the Purchaser in carrying out acceptance test bed and assist in the implementation of the package including Training to the End Users and System Administrators
- Carryout Maintenance activities which include bug fixing, up keeping of periodical backups, incorporation of additional features for smooth implementation and support for version management including documentation activities
- Generation of various reports as demanded by the End User
- Design, develop and maintain websites as guided by the Purchaser

- Carry out activities related to network administration such as configuring email services, vulnerability analysis, hardening OS and hosts as well as Linux System Administration under the guidance of Campus wide Computer Network Administrator of the Purchaser. Relevant documentation shall also be prepared for the above activities.
- In addition to the above, any other work related to the identified task shall be carried out as per the instructions of the Contract Manager.

All Software Development activities shall be carried out in accordance with IEEE 12207 based ISRO Software Engineering Standards.

## 12. LIST OF DELIVERABLES

Project wise list of deliverables required will be finalized by the CM and accordingly the supplier shall submit the deliverables. Generally required deliverables are as follows:

- Functional Requirement Document (FRD)
- Software Requirement Document (SRD)
- Software Requirement Specification (SRS) document
- Preliminary/Detailed Design Document
- Test Documents
- Vulnerability analysis reports
- User Manual
- Minutes of Meetings and Reviews
- Total integrated package with Source Code and database including executables (as applicable)
- Documents related to maintenance logs and version management
- Preparation and up keeping of Log books for Firewall/UTM

## 13. Qualification Criteria

In order to be considered for the detailed Techno-Commercial evaluation, the bidders shall satisfy the following minimum qualification criteria. Bidder shall provide documentary evidence along with **Part-I** of the bid in support of their claims without which the bid won't be considered for further evaluation.

Sl. No.	CRITERIA	Bidder Compliance (YES*/NO)
i.	Expertise in Software development and Database applications under Java or .NET platforms :	

	<p>Bidder shall have at least 5 years experience in the field of design, development, implementation and maintenance of software packages in Java or .NET platforms using various databases such as MySQL, MSSQL, Sqlite, Sybase e.t.c. Documentary evidence for experience in Java or .NET applications for the period of 5 years shall be submitted. The expertise in the development platforms of Java or .NET is essential.</p>	
ii.	<p><b>Expertise in Network Administration &amp; Cyber Security :</b></p> <p>Bidder shall have at least 5 years experience in the field of design, development, implementation and maintenance of Internet based applications where OS and application level hardening and Vulnerability analysis are carried out. Bidder shall also have experience in Network Administration and Cyber Security. Documentary evidence for expertise in the above activity shall be submitted separately.</p>	
iii.	<p><b><u>General</u></b></p> <ul style="list-style-type: none"> <li>- The bidder shall be registered under Indian Companies Act and all services including infrastructure shall be provided from within India.</li> <li>- The organization shall have successfully developed/customized at least three web based software development projects (including database applications &amp; work flow based systems) in .NET or Java with nearly 15 concurrent users and 30 operational users in the last three years. Documentary evidence including Purchase Order and Work completion certificate shall be submitted for this. For over all co-ordination &amp; management, the Purchaser prefers to place the order with a single supplier. In case, suitable supplier cannot be identified with expertise in all the above areas, the Purchaser may place the order separately for different activities.</li> <li>- The firm should have minimum 100 employees belonging to different designations and they should furnish the documentary evidence about the details with respect to their officials with their experience and expertise in various areas of software development, network administration, product management and company management. Supplier shall permit the officials of the Purchaser to make an onsite visit to the supplier's office to assess the capability of the supplier with respect to their infrastructure and resources.</li> <li>- The firm should have either ISO 9001:2008 for Software Development or Software Maintenance or CMM Level 3</li> </ul>	

	<p>Certification.</p> <p>Documentary evidence for all the above, with copies of documents, purchase orders and proof for the successful completion of projects (such as work completion certificate) shall be submitted.</p>	
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#### 14. COMPUTING OF WORK ASSESMENT AND PERFORMANCE GRADING

For assessment of the quantum of work, each one hour duration of work is considered as a “work unit” and the total quantum of work carried out will be computed on monthly basis. The supplier shall be available for work not only during office hours but also during late office hours and on holidays if needed. For performance grading and payment, mutually agreed performance grade matrix shall be worked out between the Purchaser & Supplier similar to the following for each project based on ‘work units’.

Performance grading	Payment (In %)
Excellent	100
Very good	95
Good	80
Satisfactory	60
Not satisfactory	0

#### 15. PAYMENT TERMS

- i) The JCRC has to meet at the beginning of every month, evaluate the milestone based progress made in each of the identified projects; either as part of fresh development or maintenance for the previous month and make recommendations for appropriate grading. The parameters for grading including performance and attendance will be worked out and derived by the JCRC. Monthly payments will be made accordingly.
- ii) It may be noted that in the tender, the supplier is asked to provide functionaries with required skill set as mentioned in Clause 5.3. As per their expertise and experience, the supplier shall submit their offers for a period of one year.
- iii) Average estimated work units per year per functionary are 2250. The number of work units per year is estimated based on the regular working hours being followed by the Purchaser. During the tendering phase, supplier shall make their offer for 2250 work units as Unit rate for one functionary and the total amount is “No. of functionaries x Unit rate”. However, during the actual contract period, if more work units are availed, payment will be made for additional work subject to clearance by JCRC.
- iv) Supplier shall submit invoice on monthly basis which will be evaluated by the JCRC. The JCRC shall compute the total work units based on the performance grade matrix and payment shall be made by Accounts section of purchaser with due certification by CM/Authorized Official of the Purchaser.

- v) The Supplier shall bring the terms and conditions of this Work Order/Work Contract to the notice of each functionary engaged/positioned by them from time to time. The Supplier should strictly adhere to all statutory rules/labour laws and regulations regarding the minimum wage, EPF, ESI e.t.c. Any violation of the above statutory provisions currently applicable will be sufficient reasons for termination of this Contract.

## 16. BID EVALUATION CRITERIA:

The officials of the Purchaser will evaluate the offers received, invite the Bidders for technical discussion and examine their capability in software development and network administration. Experience and expertise in design, development & implementation of similar packages/projects with specific tools mentioned is mandatory. The price bid of suppliers who were found capable for software development, maintenance and network administration only will be opened for further evaluation.

## 17. BIDDER EVALUATION FORMAT

Bidder shall submit the following information with supporting documents along with the **Techno-Commercial Bid (Part-I)**.

Sl. No.	Description	Bidder Response
1.	Name of the Company/ Business Establishment	
2.	Status of the Company (Proprietorship/Pvt.Ltd/Public Ltd/Joint Venture/Consortium)	
3.	Registered office address, Registration Certificate No. and Official Website details	
4.	Name & Address of the Office of the Chief Executive of the Company	
5.	Contact person for this tender with Name, Designation and Contact details	
6.	Nature of businesses undertaken	
7.	Copies of Income Tax Return filed for the financial years 2014-15 and 2015-2016	
8.	Any other relevant document, Bidder desires to submit.	

Year of Establishment:	
Is the company registered under Indian Companies Act and all services including infrastructure shall be provided from within India? (Yes/No)	
Total No. of employees:	
Total No. of Software Development Projects (including database applications) completed:	
Does the company have ISO 9001:2008 certification for Software Development or Software Maintenance or CMM Level 3 Certification? (Yes/No)	
Is the company willing to permit the officials of the Purchaser to make an onsite visit to the supplier's office to assess the capability of the supplier with respect to their infrastructure and resources? (Yes/No)	

A. Details of Software Development Projects (including database applications) completed during the past five years

Sl No	Name of Project	Brief Description	Total No. of users	No. of concurrent users	Tools used (Java / .NET)	Databases used (MySQL/ MSSQL/ Sybase/ Sqlite)	End User	Month & Year (of starting work and of completion)	Specify which all supporting documents attached

B. Details of Network Administration activities carried out during the past five years

Sl No	Name of Project	Brief Description	Tools used	End User	Period of carrying out work	Specify which all supporting documents attached

**Note:** Bidder should submit documentary evidence with respect to all facts mentioned above

*Company Seal*

*Signature of Authorized Person with Seal*

## 18. GENERAL GUIDELINES

1. Complete packages developed including source code and documents will be the property of the purchaser and the supplier shall have no claim on the same.
2. The party will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed functionary(s) at the Purchaser's premises.
3. The functionaries shall be deployed/positioned by the Supplier in LPSC Valiamala campus.
4. The functionaries deployed by the Supplier should maintain office decorum and follow disciplines. They will be courteous, polite and cooperative and able to resolve the users' problems. They also have to follow the Purchaser's security instructions strictly.
5. The Supplier shall ensure that the functionaries deployed are all Indian citizens only, the character & antecedents of whom are duly verified by the Police.
6. The Supplier shall also verify/certify the conduct of the work force at frequent intervals. If any of the functionaries misbehaves or commits any misconduct, the Purchaser reserves the right to refuse permission to such functionary(s) to enter the Purchaser's campus. Any violation in this regard will result in the termination of the contract without any notice.
7. In case, the functionary(s) deployed by the Supplier commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence and security risks, the Purchaser will be liable to take appropriate action against such functionary, including removal from site of work, without any notice in advance. The Supplier and the deputed functionaries shall strictly adhere cyber security guidelines in accordance with ISRO IT Security Manual and local CISF instructions and any violations in this regard shall result in cancellation of the contract.
8. Identity cards (ID Cards) shall be provided by the Supplier for all the employees positioned by it.
9. In case, the functionary(s) are absent on a particular day or comes late / leaves early it should be intimatec in advance.
10. It will be the responsibility of the Supplier to meet transportation, medical and any other requirements in respect of the functionaries deployed by it, and the Purchaser shall have no liabilities in this regard. Food can be availed from the Purchaser's Canteen at rates prescribed by the Purchaser and modified by the Purchaser from time to time.
11. The Supplier shall comply with all Acts, Laws including the Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, bye-laws applicable or which might be applicable.
12. Since some of the Software Development & Network Administration activities are sensitive in nature, Supplier may have to agree for the signing of Non-Disclosure Agreement as per the Purchaser requirements.



**General Terms and Conditions:**

**1. Earnest Money Deposit :**

Earnest Money Deposit amounting to **Rs.4,00,000/-** 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.

5. **Liquidated Damages:**

If you fail to deliver the ordered items satisfactorily within the time specified or any extension thereof, Liquidated Damage @ 0.5%(zero point five percent) of the order value or part thereof the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However total Liquidated Damage shall not exceed 10%(ten percent) of the order value.

6. Tender fee **Rs.590/- (Rupees Five Hundred and Ninety only )** 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 your offer, **without which your offer will not be considered.**

7. **Payment terms:** Payment would be made every month on prorata basis after certification of the work by the LPSC Contract Manager.

8. The rates shall be firm and fixed till completion of entire

9. The work shall be executed at LPSC Valiamala.

10. The work shall be carried out strictly to our satisfaction.

11. **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.

12. You shall employ only qualified/experienced Indian Nationals. You shall follow the security guidelines of LPSC.

13. **Other Terms and Conditions:**

13.1 The Service Provider shall be bound by the details furnished by him/her to LPSC while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of the contract.

13.2 The Service Provider shall comply with all statutory rules *and regulations in force in the country including labour and other laws/acts.*

13.3 The contract may be extended on the same terms and conditions for a further period of one more year with mutual consent and based on the performance and review at the end of 1<sup>st</sup> year.

13.4 The Service Provider who has been awarded with the contract shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

13.5 The *character and other antecedents* in respect of the Personnel being engaged shall be got verified through record check by the Service Provider from the concerned Police authorities, *and a Police Clearance Certificate (PCC) obtained* and submit the Original PCC to LPSC within in one month from the date of execution of Contract.

13.6 LPSC, being a High Security area, the Service Provider, if selected, will be required to follow the security requirements, *and the personnel engaged shall be possessing a valid ID card issued by the Service Provider* while entering the campus, maintaining high order of discipline while on duty and ensuring that only the Personnel whose character and antecedents are verified beforehand are employed.

#### **14. Liabilities, Control etc. of the Persons Deployed:**

14.1 The Personnel engaged shall reach the work spot well in time and strictly follow the rules and regulations regarding safety and security of this office.

14.2 The Personnel engaged shall attend for duties by making their own transport arrangement. During Office hours, medical assistance on emergencies in LPSC campus can be provided by the Department from the First Aid centre, Valiamala and beyond that the Service Provider has to take care.

14.3 The Personnel, once approved for the service, shall not be changed without the prior concurrence of identified "Focal Point" in LPSC.

14.4 The Personnel engaged are not authorized to communicate *to a third person* about any official information they may come across during their working in the office. Further, they are not permitted to take out any files/documents/information/*media* pertaining to the Department. Towards this each Personnel engaged shall have to furnish a declaration, *and any violation of this will attract legal action as deemed fit by the Department* against the concerned Personnel and the Service Provider

14.5 The Service Provider shall be solely responsible for any theft, pilferage or misbehavior committed by any of his Personnel engaged for carrying out the work.

14.6 In case, the Personnel engaged by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Service Provider shall be liable to take appropriate disciplinary action against such persons, including their removal from the duty. The Service Provider shall replace immediately any of his Personnel who is/are found unacceptable because of security risks, incompetence, conflict of interest improper conduct etc., upon receiving written notice from LPSC.

#### **15. Legal**

15.1 The Service Provider shall also be liable for depositing all statutory taxes; levies; cess etc., on account of services rendered to LPSC to the concerned authorities from time to time as per the extant rules and regulations on the related subject.

- 15.2 The Service Provider shall maintain all statutory registers under the applicable law. The Service Provider shall produce the same, on demand, to the concerned authority of LPSC or any other authority under the law.
- 15.3 The Income Tax at source [TDS] shall be deducted as per the provisions of Income Tax Act as amended from time to time. Please mention PAN.
- 15.4 In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, if LPSC is put into any loss/obligation, monetary or otherwise, LPSC shall have the right to recover such liability from the Service Provider.
- 15.5 The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to the Personnel engaged in LPSC and LPSC shall, in no way, be responsible for the settlement of such disputes.
- 15.6 LPSC shall not be responsible for any damage, losses, claims, financial or other injuries for any Personnel in course of their performance of their duties or for payment towards any compensation.
- 15.7 The Service Provider shall be responsible for any loss or damage caused to LPSC property/personnel due to the negligence of the Personnel and shall make good the losses.
- 15.8 For all intents and purposes, the Service Provider shall be "Employer" within the meaning of different Labour Legislations in respect of the Personnel engaged by the Service Provider at LPSC. The Personnel engaged by the Service Provider in LPSC shall not have any claim whatsoever of MASTER and SERVANT relationship nor have any PRINCIPAL and AGENT relationship with or against LPSC.
- 15.9 In case of termination of the contract on its expiry or otherwise, the Personnel engaged by the Service Provider shall not be entitled to and will have no claim whatsoever for any kind of regular employment in LPSC/ISRO.

**16 Terms and Conditions or Clauses not covered in this document:**

Any other terms, conditions or clauses not covered in this document shall be in accordance with the concerned Labour and other statutory rules/acts.

**17. Termination of contract**

17.1 LPSC reserves the right to terminate the contract wholly or partly without assigning any reasons by giving a prior notice of 30 days.

17.2 LPSC reserves the right to terminate the contract wholly or partly owing to cessation of job requirement, sub-standard quality of Personnel engaged, breach of contract.

**18. Indemnity Bond**

The Service Provider shall indemnify LPSC on Rs. 200/- Non Judicial Stamp Paper against any action, claims or proceedings relating to infringement of all or any of the prevailing laws

including various labour and related laws/acts. The Indemnity Bond has to be executed as per our specimen.

**19. Jurisdiction**

The Courts within Thiruvananthapuram will have the Jurisdiction to deal with and decide any matter arising out of this contract.

**20. Applicable Law:**

The contract shall be interpreted, construed and governed by the Laws of India.

**21. Arbitration:**

In the event of any dispute or difference relating to the interpretation and application of the contract, such dispute or difference shall be settled amicably by mutual consultations of the good offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed by Director, LPSC in accordance with the rules and procedures of Arbitration and Conciliation Act, 1996 or any modification thereof. The decision of the Arbitrator shall be final and binding on both the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Thiruvananthapuram.

**22. Non Disclosure Agreement:**

The Service Provider and the Personnel engaged by the Service Provider for executing the Service Contract in ISRO/LPSC shall sign a Non-Disclosure Agreement. It shall be the Service Provider's responsibility to get the signature of their Personnel on the Non Disclosure Agreement and submit the same to the ISRO/LPSC. Any violation in this regard will result in the termination of the Contract without any notice

**23. Compensation for Damages caused for Persons Goods, Property:**

23.1 LPSC and/or any Officer, Employees or assignee thereof, shall be indemnified and held harmless, against any loss, damage or expense resulting from damage to property or personnel injury arising out of willful misconduct or gross negligence of the Service Provider or their personnel in the execution of the work under this Contract. You shall, at your expense defend any suit or proceedings brought against LPSC on account thereof, and shall satisfy all judgment and pay all expenses, which may be incurred by or rendered against them, or any of them in connection therewith.

23.2 LPSC shall not be responsible of any damages, loss, claims, finance and other injury for any Personnel in course of their performance of their duties or for payment towards any compensation.

24. LPSC will provide Canteen facility to the Personnel at the appropriate rate fixed by the Department, as applicable to such category of personnel.

**25. Identity Card**

The Personnel shall be provided by Identity Card by the Service Provider and each of them shall display their identity card while on duty at the premises of LPSC. The Service Provider shall ensure that all Personnel are strictly adhering to the same. To enable the Personnel to enter LPSC Office premises through security gates, a suitable mechanism will be adopted by the Department.

(K.L. BABY)  
Sr. Purchase and Stores Officer  
For and on behalf of the President of India  
(The Purchaser)

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 for assisting in Cryo Engine & Stage Realization 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. TP13 2017030330**

**DUE ON 20.11.2017 at 16.00 hrs IST**

**OPENING ON 21.11.2017 at 10.30 hrs IST**

**WORK CONTRACT FOR SOFTWARE DEVELOPMENT AND NETWORK ADMINISTRATION**

**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 TP13 2017030330**  
**DUE ON 20.11.2017 at 16.00 hrs IST**  
**OPENING ON 21.11.2017 at 10.30 hrs IST**  
**WORK CONTRACT FOR SOFTWARE DEVELOPMENT AND NETWORK ADMINISTRATION**  
**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. TP13 2017030330 Due on 20.11.2017 at 16.00 hrs IST for **WORK CONTRACT FOR SOFTWARE DEVELOPMENT AND NETWORK ADMINISTRATION** 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 2300712/0471 2567305

Your offer should reach us on or before the due date and time i.e. **20.11.2017 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 PROPULSION SYSTEM CENTRE**  
PURCHASE DIVISION  
VALIAMALA P.O. THIRUVANANTHAPURAM

Tender No : TP13 2017030330 01  
Due on : 20.11.2017  
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 thereof 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
---------	-------------	----------	------	-------------	------------------

.....  
.....

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 / cr 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)

**COMPLIANCE STATEMENT FOR COMMERCIAL TERMS**

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
1.	P & F charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column)..		
2.	Whether applicable GST percentage mentioned in offer (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
3.	Please specify whether you are a registered vendor (If NO, please mention the same in remarks column)		
4.	ISRO is exempted from payment of Customs Duty vide Notification No.12/2012-Customs dated 17.03.2012.  [We will provide Customs Duty Exemption Certificate for bought out items being imported for manufacturing the ordered items (List of items to be imported with quantities to be enclosed along with offer) OR for Orders placed on Foreign Vendors OR for High Sea Sale orders.]		
5.	Installation Charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
6.	<b>Delivery Term :-</b> <ul style="list-style-type: none"> <li>• FOR : LPSC, VALAIAMALA</li> <li>• In case of Foreign orders, FOB or FCA</li> </ul>		
7.	Freight charges, if any. (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
8.	Delivery Period  (If any specific delivery period is mentioned in the tender, please comply the same. If not agreed, please mention your delivery period in remarks column OR if already mentioned in your quote please mention as "already furnished in the quote")		
10.	<b>Payment Term :-</b>  (a) 100% payment shall be made through RTGS within 30 days of receipt and acceptance of the item at our site.  (b) In case of Foreign orders, Payment term shall be SIGHT DRAFT / 80% BY IRREVOCABLE LETTER OF CREDIT AND BALANCE 20% BY WIRE TRANSFER AFTER RECEIPT & ACCEPTANCE OF THE ORDERED ITEM.		
11.	<b>Liquidated Damages (LD) :-</b> If the ordered items are not supplied within the delivery schedule, LD shall be levied from your bill @ 0.5% per week for the undelivered items subject to a maximum of 10% of the order value for the delayed period. <b>(Note : This is a mandatory clause)</b>		

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
12.	<b>Warranty :-</b> Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.		
13.	<p><b>Security Deposit (SD) :-</b></p> <p>You have to furnish a Bank Guarantee for 10% of the order value within 10 days of receipt of Order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days. (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).</p> <p><b><u>SECURITY DEPOSIT NOT REQUIRED FOR LANDED COST BELOW RS.5 LAKHS.</u></b></p> <p><b><i>(NB : If the quoted price is below Rs.5L, please mention NOT APPLICABLE in the Remarks Column. Also, Micro &amp; Small Enterprises registered under NSIC is eligible for exemption from submission of BG. Instead they have to submit Indemnity Bond for 10% of order value. The exemption shall be allowed against production of Documentary Proof upto the monitory limit indicated in the NSIC Certificate. Please mention the same in the Remarks column.)</i></b></p>		
14	<p><b>Performance Bank Guarantee (PBG) :-</b></p> <p>You have to submit a PBG from a Nationalised / Scheduled Bank for 10% of the order value towards the performance of the system at the time of supply valid till the completion of warranty period plus 60 days as per the format provided by the Department.</p> <p>OR</p> <p>10% OF THE ORDER VALUE SHALL BE WITH HELD TILL THE COMPLETION OF WARRANTY PERIOD PLUS 60 DAYS.</p>		
15..	In case, if parties are unable to provide two separate BGs, i.e., one for SD and one for PBG, they can submit a combined BG for SD & PBG within 10 days of receipt of order for 10% of order value valid till the completion of total contractual obligation (i.e., supply period + warranty period + 60 days) as per the format provided by the Department.		
16.	<p><b>Insurance :-</b></p> <p>Being a Govt. Of India Dept., Insurance is not required at our cost. Please ensure the safe delivery of the ordered item with proper AIR / SEA / ROAD worthy packing.</p>		

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
17.	<p><b>Validity of Offer :-</b></p> <p>(a) The validity of the offers should be 90 days (in case of single part tender) from the date of opening of the tenders.</p> <p>(b) The validity of the offers should be 120 days (in case two part tender) from the date of opening of the tenders.</p> <p><b>Note :- Tenders shorter than offer validity mentioned above will not be considered for evaluation.</b></p>		
18.	<p>In case of foreign orders ,</p> <p>(a) Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer.</p> <p>(b) Please specify whether any Agency Commission is involved or not. If 'YES' mention the percentage of Agency Commission. [Agency Commission shall be claimed by the Indian Agent through an Invoice. The Agency Commission shall be paid to the Indian Agent in Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of the Purchase order/Contract and within 30 days from the date of satisfactory acceptance of the item at our site. Distributors are not eligible for Agency Commission]</p>		
19.	<p><b>Special conditions against Indian Agents submitting quotations in Foreign Currency.</b></p> <p>(a) Foreign Principal's proforma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.</p> <p>(b) Copy of Agency agreement with the Foreign Principal, precise relationship between them and their mutual interest in the business.</p> <p>(c) The enlistment of the Indian Agent with Director-General of Supplies &amp; Disposals under the Compulsory Registration Scheme of Ministry of Finance.</p>		

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



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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