

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

Ph No: 0471-2567 726/813/317/319
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Date :05/12/2017

INVITATION TO TENDER

M/s

000000

Our Ref No : AX20 2017-030150-01

Tender Due: 16:00 Hrs IST on 02/01/2018

Opening on 03.01.2018 10.30 AM

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:PM20 & DOS:PM:21

S.No.	Description of Items with Specifications	Unit	Quantity
1	Work Package for engaging Technicians(Fitter/ Carpenter) for a period of two years	M.Hrs	24000

DELIVERY AT: LPSC, VALIAMALA

MODE OF DESPATCH ON SITE

DUTY EXEMPTIONS EXEMPTED

SPECIAL INSTRUCTIONS NIL

SPECIFIC TERMS DOS:PM20 & DOS:PM:21

INSTRUCTIONS TO TENDERERS:

Note:-1). Quote shall be in FT TWO PART basis. Part-I (Technical & Commercial) & Part-II (Price Bid)

2). RFP details as per Annexure:- I

3). General Terms and conditions as per Annexure:- II. Tender Fee of Rs. 590/- and EMD of Rs. 50,000/- shall be submitted along with PART-I.

4). TWO-Part Tender instructions as per Annexure:- III

5). Instruction to Tenderers (Form 20 & Form 22) as per Annexure-IV

6). Compliance Statement as per Annexure-V. Your offer shall be valid for a period of 120 days from the DUE DATE.

7). FAX/E.MAIL offers will not be considered. Offers received after due date and time will not be considered.

For and on behalf of the President of India
The Purchaser

**WORK PACKAGE
FOR ENGAGEMENT OF TECHNICIANS FOR
MATERIAL CUTTING, PREPARATION OF
BOXES, ARRANGEMENTS/ RE-
ARRANGEMENTS OF MATERIALS/
HARDWARE ITEMS, MATERIAL
IDENTIFICATION, ISSUE OF MATERIALS,
PACKING AND DESPATCH OF MATERIALS
ETC. AT CENTRAL STORES, LPSC**

REQUEST FOR PROPOSAL

**CENTRAL STORES
LIQUID PROPULSION SYSTEMS CENTRE
VALIAMALA,
THIRUVANANTHAPURAM-695547**

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1. INTRODUCTION

Liquid Propulsion Systems Centre (LPSC) located at Valiamala, Thiruvananthapuram, Kerala – 695 547 proposed to conclude Service Contract with reputed Service Providers for carrying out various types of work such as preparation of boxes, cutting of materials/raw materials, arrangements/re-arrangement of materials, packing/dispatch of materials, identification/issue of materials, packing and despatch etc.in Hardware/materials stores located at LPSC, Valiamala unit, by engaging sufficient number of Technicians in ITI qualification in Fitter and Carpenter Trade.

2. SCOPE OF WORK

The Service Provider shall carryout various types of work such as cutting of materials/raw materials, arrangements/re-arrangement of materials, preparation of boxes, packing/dispatch of materials, identification/issue of materials, packing and despatch etc. in Hardware/Raw materials stores located at LPSC, Valiamala unit. It is estimated that a minimum strength of ITI-Fitter(03 Nos.) & ITI-Carpenter(01 No.) will be required to carryout the tasks, initially for a PERIOD OF TWO YEARS.

3. CONTRACT TYPE

The term of the Contract is for TWO YEARS. In case of any exigencies, department can opt for extension of the contract for further period of one or two years, on mutually agreed terms based on the performance & review.

4. COMPARISON OF OFFERS

The offers received will be compared for both technical conformance and the best price. LPSC reserves the right to split and award the order to two or more parties at the lowest quotes.

5. PAYMENT

Payment would be made every month, pro-rata basis, after certification of the work by SPSO/PSO & approved by SR.HEAD, P&S.

6. PRICE :

The Service provider shall quote amortized MAN HOUR rate for carrying out the work. The Amortized Man hour rate shall be firm and fixed for a period of Two years 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, except GST as applicable.

7. MAN HOUR ESTIMATE

The approximate requirement of man hours per annum for the above work is 12,000 Man Hours. Total man hours is 24,000 for TWO years (appx.)

8. MANPOWER REQUIREMENT

- 8.1 The personal deputed shall be qualified, minimum two years experience and possess requisite skill-sets for operation and maintenance of the dedicated facilities. The technicians shall have minimum qualification of ITI (Fitter) for estimated 1800 man hours and ITI_Carpenter for estimated 6000 man hours of work.
- 8.2 Service provider shall provide all the required manpower for performing the work.
- 8.3 Service provider shall submit the details regarding the qualification and experience of the work force being deployed, as and when manpower is positioned / changed. Technicians 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 technicians, party shall seek for fresh skill demonstration of technicians, so as to ensure minimum number of skilled technicians available with them always and to have some buffer as a redundant measure for substituting the absentees.

9. ELIGIBILITY FOR THE BIDDER:

- 9.1 The Bidder shall comply with all Acts, laws including the Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, by-laws applicable or which might be applicable.
- 9.2 The Bidder should possess valid labour license/registration for engaging skilled technician under Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, by-laws applicable or which might be applicable from time to time. Service Provider shall also seek the renewal of the license periodically.
- 9.3 **The Service Provider shall produce the valid License/registration Certificate and relevant documents WITHIN ONE MONTH from the date of issue of Contract.** Payments will be released only after submission of above documents.
- 9.4 The works includes handling of heavy hardware materials, operation of hi-tech machineries and hence workers must be of MALE MEMBERS only.
- 9.5 The Service Provider shall submit their offer as per the format indicated herein:
 - Service Provider's details as per Annexure-A
 - Service Provider has to submit techno-commercial bid as per Annexure-B1
 - Service Provider has to submit Price bid as per Annexure B2
 - Declaration form as per Annexure-C
 - Declaration stating that no court case is either pending or being contemplated against the proprietor or company as per Annexure-D
 - Compliance Statement as per Annexure-E
- 9.6 Minimum 1 year experience is required for the SERVICE PROVIDER for undertaking similar types of works (Copies of the contract/PO shall be submitted).

10. LPSC RESPONSIBILITY

- 10.1 LPSC shall ensure that all the facilities/equipments are in proper working condition by doing all the necessary daily routine checks and maintenance as per a predefined schedule.
- 10.2 All the necessary technical inputs, processes, technical documentation shall be provided by LPSC.
- 10.3 LPSC shall provide tools for carrying out works at LPSC work site.
- 10.4 LPSC reserves the right to oversee the works carried out by the Service Provider's personnel. Discrepancies/insufficiency if any noted shall be brought to the notice of Service Provider. In case of repeat observations, PSC shall seek replacement of concerned persons(s).

11. SERVICE PROVIDER'S RESPONSIBILITY

- 11.1 The Service Provider shall identify a suitable Focal person who will be the service provider's single point of contact for activities under this contract.
- 11.2 The SERVICE PROVIDER should provide minimum workforce required for the smooth conduct of the activities in the given schedule.
- 11.3 The SERVICE PROVIDER should position technicians with experience and capability to handle the works assigned to Technicians as per scope of the contract.
- 11.4 The SERVICE PROVIDER shall ensure strict compliance with the provisions of the applicable Central/State labour Laws.
- 11.5 Service Provider shall take necessary action to ensure that the discrepancies/insufficiencies brought out by LPSC, as in para 10.4 above, are suitably addressed and in case of repeated observations, arrange to replace the concerned person as mentioned in 10.4 above.
- 11.6 **No Sub-contracting of work in any form, either part or full shall be permitted.**
- 11.7 In case of exigencies of work, the persons deployed shall be ready to work beyond office hours and on holidays as per the requirement of LPSC to meet the project schedules.
- 11.8 The activities carried out are of sensitive nature and covered by rules and regulations of the Department. NO information shall be taken out of this or disclosed to anyone outside the office.

12. SHORT CLOSING/TERMINATION OF CONTRACT

- 12.1 Under normal circumstances, short-closing / termination of the Contract is not foreseen. However, in case of continued non-performance of the Service Provider, resulting in inordinate delays in carrying out the activities or not meeting the required standards in performing the activities, differences in interpretation etc., the Department reserves the right to terminate the Contract either wholly or partly.
- 12.2 In the event of short-closing/termination of the Contract, the following procedure shall be followed.
- 12.3 The Department shall give a notice of not less than one month.
- 12.4 On receipt of the notice, the Service Provider 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 one month from the date of posting the notice.

13. SAFETY

- 13.1 The safety of all persons engaged by the SERVICE PROVIDER shall rest entirely with the SERVICE PROVIDER and shall ensure his employees are following proper personal safety procedures, in consultation with LPSC. General safety precautions as laid down by LPSC shall be strictly adhered to in all activities.
- 13.2 The SERVICE PROVIDER shall adhere to all statutory rules/labour laws & regulations. Any violation in above statutory provisions shall be the sufficient reason for the termination of this Contract.
- 13.3 Department will not pay any compensation for whatever cause arising during the period of contract or subsequently.
- 13.4 The contract technician shall scrupulously follow necessary safety precaution while performing the duty. The Service Provider shall arrange sufficient GROUP INSURANCE/PERSONAL ACCIDENT INSURANCE to cover any claim arising out at the time of discharging the contracted scope of work or for any damages / losses caused to the technicians while performing the duty.
- 13.5 In the event of damages to LPSC property or injury to LPSC's /Service Provider's technicians due to the negligence of Service Provider's employees, the responsibility shall solely rest with the Service Provider. LPSC shall not be responsible for loss of life of the Service Provider's workers due to accidents/natural calamities/ explosives etc. Department of Space/ISRO shall not compensate to your persons for accident/injuries/death while on work.
- 13.6 Service Provider shall produce a CAR POLICY (Service Provider All Risk Policy) within one month from the date of entering into contract/along with first month's bill in respect of the technicians engaged through him for the work at LPSC.
- 13.7 The Service Provider or his authorized representative shall invariably be present for supervising the works at work site and ensure total safety of his workers and men and materials of LPSC. The supervisor shall be conversant with the SAFETY RULES and other rules, applicable if any.
- 13.8 **The Service Provider shall provide necessary safety equipments such as safety helmets, hand gloves, boots etc. to his workers and ensure safety of workers in all angle at the work site.**

14. OFFICIAL SECRECY & PATENT RIGHTS

- 14.1 The SERVICE PROVIDER or his employees shall not take any document/process sheet/data of the results/CD/USB etc., containing work details, outside the place of work.
- 14.2 The SERVICE PROVIDER or his employees shall not divulge any information that is made known to him or he has come across to any person not authorized to receive such information.
- 14.3 Any violation of secrecy, detected at any time of the Contract, by the SERVICE PROVIDER or any of his employees 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.
- 14.4 The details of work handled in the work place during the execution of work should be kept secret and should not be divulged to any persons/agencies outside LPSC/ISRO

15. SECURITY

- 15.1 The Service Provider and his workers shall abide by all Security Instructions of the Department. The Workers are not permitted to move in the campus without cause and shall not be permitted to do any work other than the work indicated in the contract.
- 15.2 The Police Clearance Certificate (PCC) for Character and antecedents in respect of the Workers being deployed 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 for issue of Entry Passes. Subsequent PCC, if required, may also be obtained, during the contract.
- 15.3 The service provider Shall follow all the LPSC security instructions applicable for people & processes prevailing at present and those issued from time to time.
- 15.4 Shall ensure that the technicians deployed are all Indian citizens only, character & antecedents of whom are duly verified by the Police. The police verification certificate should be submitted to LPSC.
- 15.5 Shall also verify/certify the conduct of the work force at frequent intervals. If any of the workforces misbehaves or commits any misconduct, LPSC reserves the right to refuse permission to such persons to enter LPSC.
- 15.6 Any violation in this regard will result in the termination of the contract without any notice. Any security violations or involvement in any unauthorized movement/transaction of official materials/properties by the working persons deployed by the Service Provider shall be viewed seriously and the work order will be terminated and action deemed fit will be taken accordingly.

16. GRIEVANCE REDRESSAL AND ARBITRATIONS

- 16.1 The provisions relating to grievance redressal mechanism, including the details of the authority to whom the Service Provider/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.
- 16.2 In the event of any dispute or difference arising out of or in connection with any of the terms and conditions of this Purchase Order/Contract, such dispute or difference shall be settled amicably by mutual consultations or through the good offices of the respective parties. If such 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 the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The decision of the Arbitrator shall be final and binding upon the parties and the expenses for the arbitration shall be paid as may be determined by the Arbitrator.
- 16.3 The Arbitrator may with the consent of both the parties extend the time for making the award. The Arbitration shall be held at Thiruvananthapuram, Kerala.

17. OWNERSHIP

- 17.1 The complete ownership of the facility shall be with LPSC, ISRO, Govt. of India and the SERVICE PROVIDER shall at no point of time have any ownership rights on the facility.

- 17.2 The manpower deployed shall be employees of the SERVICE PROVIDER and shall not claim to have been employed by LPSC. LPSC has no responsibility towards the SERVICE PROVIDER's employees.

18. HUMAN RESOURCE & HR POLICY

- 18.1 The SERVICE PROVIDER shall provide the entire required workforce (Technical and skilled) to carry out the activities as per detailed work requirement.
- 18.2 The SERVICE PROVIDER and the personal deployed should be qualified, experienced. The technicians shall have minimum qualification of ITI (Fitter, Carpenter Trade).
- 18.3 It is anticipated that a work-force of about 04 technicians (ITI Fitter-03 & ITI Carpenter-01) may be required to be deployed by the SERVICE PROVIDER for carrying out the activities the works.
- 18.4 The SERVICE PROVIDER shall have a HR policy of retaining trained workforce. This is very essential since attrition would lead to derailment of works, affect quality and result in inordinate delay in delivery schedule and lead to uncertainty in contract execution.

19. EXECUTION OF CONTRACT :

- 19.1 The technicians shall be stationed only in areas identified for their work and shall not trespass into other areas without proper permission.
- 19.2 All equipment 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/ Department or representative of LPSC/Department shall be responsible for the same. In case it is found that the damages have been caused due to mishandling or otherwise by the SERVICE PROVIDER, the SERVICE PROVIDER shall be liable to pay the entire damages to LPSC/Department.
- 19.3 In case of any accidents inside LPSC (during operation on the machines, material/propellant handling etc.) first aid shall be provided by LPSC during the normal working hours of LPSC. For further medical treatment and for any other emergency beyond the normal working hours of the facilities/lab, the SERVICE PROVIDER shall make his own arrangement.
- 19.4 The work force supplied shall be redeployed in areas requiring more work from time to time.
- 19.5 The Service Provider shall execute the works based on the instruction given by the Contact Persons, LPSC from time to time.
- 19.6 The technician should be available on full day basis at the area where duty is assigned to them.
- 19.7 Service Provider shall ensure that the persons positioned/deputed for the work are attending the duties regularly without any complaint.
- 19.8 In case of their absence/staying away from duty on account of sickness or otherwise, the Service Provider shall provide suitable substitute.
- 19.9 The technician shall be engaged in working hours in LPSC (from 08.45 hrs to 17.15 hrs ie.08 hrs. with half an hour lunch break) on all working days. However, on urgent situations, Service Provider should position/depute the required manpower beyond the normal hours and on holidays on demand from LPSC.

- 19.10 Service Provider shall obtain Work Completion Report (WCR) from concerned working area (Divisions/Sections) after completion of each work daily and submit to SPSO/PSO (Stores) for preparation of Monthly Work Report to be submitted to Accounts along with the bill for getting monthly pro-rata payment.
- 19.11 Supporting documents which should be submitted by the Service Provider along with the monthly bills/invoice are :
 - 19.11.1 Work Completion Certificate
 - 19.11.2 Proof of wages made to the staff of the service provider for the preceding month.
 - 19.11.3 Proof of remittance of both employees and employers contribution towards EPF, ESI and Premium towards Policies (as the case) applicable if any made for the preceding month including the statements containing names of the staff deployed, account numbers, contribution paid.
 - 19.11.4 Proof of GST paid for the preceding month towards bill amount received from LPSC.
 - 19.11.5 Service provider shall be under complete obligation to provide any other related documents called for by LPSC from time to time.

20. PAYMENT:

- 20.1 Payment shall be made on pro-rata monthly basis against bill certified for payment by PSO/SPSO(Stores) approved by Sr.Head, P&S along with the Monthly Work Report (MWR) approved by SPSO/PSO(Stores).
- 20.2 The bill shall be raised in favour of Accounts Officer, LPSC and submitted to contact person for arranging payment.
- 20.3 **Payment will be made within 15 days on submission of bills.**
- 20.4 GST applicable shall be paid extra.
- 20.5 Income Tax and other taxes if any shall be deducted at source as per prevailing government rules from time to time.
- 20.6 Payment shall be made by RTGS strictly as per the actual services provided by the Service Provider.

21. DEDUCTIONS/COMPENSATION:

The Service Provider shall obtain Satisfactory Work Completion Certificate (WCR) from the concerned division/section of the LPSC in the prescribed format along with monthly bills. Suitable grading will be included in the Work Completion Certificate as Very Good / Good / Average. For non satisfactory service, an amount as detailed below will be deducted as compensation for non-satisfactory service from the Daily Service Charge of respective area:

Very Good (full payment) / Good (5% deduction) /Average (10% deduction).

22. UNIFORM/LIVERIES:

The Service Provider shall ensure that his workers/technicians engaged by him shall be in decent/clean uniform. The Service Provider shall arrange to issue 03 sets of uniform every

year to his technician. No payment/reimbursement will be made by the department for purchase of uniform/liveries. No technician will be allowed to perform duty without wearing of clean uniform during working time.

Male- LIGHT BROWN SHIRT & DARK BROWN PANT

23. SOCIAL SECURITY MEASURES (Service Provider's responsibility):

- 24.1 Shall ensure provisions of social security measures under Employees State Insurance Act and Employees Provident Fund (Misc. Provision) Act to the technicians employed by them.
- 24.2 Reasonable wages based on market rates in any case not below Minimum Wages per day and corresponding ESI and EPF for employees under this service contract shall be ensured by the Service Provider as per existing labour rules.
- 24.3 **The Service Provider should remit the Employer's contribution and Employee's contribution towards EPF and ESI every month as per existing rules/law.**
- 24.4 Any deviation/violation/breach to existing rules/laws will not be allowed, and the Service Provider is responsible for all such complaints/cases by the appropriate authorities of State/Central government.
- 23.5 The Service Provider shall be responsible for compliance of all statutory provisions/RULES & law of land including labour and other laws/acts prevailing in this regard during the concurrency of contract.
- 23.6 Wage Registers and other Registers/Records shall be maintained properly by the Service Provider, to produce at any time on demand, for verification by the LPSC/ Labour Department / other Statutory agencies. **Any wage revision by the Government/Ministry of labour employment during the period of contract, the revised minimum wages has to be ensured to the technician by the Service Provider accordingly.**
- 23.7 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 rights to recover such liability from the Service Provider. The Service Provider shall depute only Indian Nationals.

24. OTHERS

- 24.1 Any violation of the contract terms like non-payment of wages, non-issuing of uniform, non-execution of additional works whenever asked for etc., shall be viewed seriously and liable for the termination of the contract.
- 24.2 The Service Provider shall not allow or permit his technicians to participate in any Trade Union activities (or) organized agitation (or) any unlawful activities in LPSC Campuses. If persons engaged by the Service Provider are found responsible for any theft, damage, deface, break or destruction of any installations / fittings etc., in the institution, the Service Provider shall make good the loss, at Service Provider's cost.
- 24.3 **Service Provider shall not engage labourers those who are not less than 18 years under his/her contract and maximum age must be 60 years.**
- 24.4 The department shall not provide any transport/conveyance, canteen, safety, medical and other similar amenities to the contract workers. The Service Provider should make his own arrangement for providing these facilities to his workers, required, if any.

- 24.5 The Service Provider shall abide by all the instructions that may be given to him from time to time by Contact Person.
- 24.6 The Service Provider shall always be bound to act with due diligence and to make full compensation to the Department for any loss or damage in consequence of negligence or misconduct of the Service Provider or his handling equipments.
- 24.7 The works shall be done as expeditiously as possible consistent with the instructions issued by the concerned employees of LPSC at work site.

25. ENTRY PASS :

Necessary entry passes to workers/Service Provider will be issued by AO/GAD to enter into LPSC Campus through security gates and the Service Provider/workers shall follow all the rules and regulations of Security/CISF of LPSC. The Service Provider shall ensure that the Workers shall compulsorily bring proof of identity like voters ID card, Driving Licence, Aadhar Card, etc. for entry into the campus for security check by CISF personnel.

26. IDENTITY CARD :

- 26.1 LPSC, being a High Security area, the Service Provider, if selected, will be required to follow the security requirements and the technicians deployed shall possess a valid pass issued by LPSC for the Workers/Supervisors for entry into the campus and while on duty. Workers should be instructed to behave in good manner inside the campus.
- 26.2 The Service Provider shall issue necessary identity cards to his staff and supervisors.

27. PARALLEL CONTRACT / ADHOC CONTRACT :

LPSC reserves the right to enter into parallel /adhoc contract with any other parties during the currency of the contract including splitting of the contract to the advantages of the Centre. If so, you have to furnish the maximum number of technicians can be supplied on daily basis.

28. RISK CLAUSE:

If the Service Provider fails to render the services under this contract satisfactorily, LPSC may at their option get the work done by other parties at the Service Provider's risk and cost. Any extra expenditure involved in this regard shall be recovered from the Service Provider.

- 29. SUSPENSION:** LPSC reserves the right to suspend the works in full or part already assigned.

- 30. JURISDICTION:** All disputes arising out of this Contract shall have jurisdiction of Trivandrum only.

- 31. EARNEST MONEY DEPOSIT (EMD) :** An amount of **Rs.50,000/-** (Rupees Fifty thousand only) to be submitted along with the tender, in the form of Demand Draft/fixed Deposit Receipt drawn in favour of Accounts Officer, LPSC /Bank Guarantee (valid for a period of 45 days beyond the final tender validity date) from any scheduled Bank executed on non-

judicial stamp paper of appropriate value as per the prescribed format enclosed. Any tender not accompanied with EMD shall be treated as invalid tender and rejected. Service Providers seeking exemption from payment of EMD shall submit necessary proof for making claim for exemption along with Commercial bid. The EMD of the unsuccessful bidders shall be refunded within 30 days of conclusion of Contract.

32. SECURITY DEPOSIT:

32.1 SERVICE PROVIDER shall provide interest free Security Deposit worth 10% of the Order value, in the form of Bank guarantee in non-judicial stamp paper of appropriate value obtained from a Nationalized/Scheduled bank within 2 weeks from the date of receipt of Purchase order and shall be valid for a period of 3 months beyond the date of completion of the Contract. This shall be returned after successful execution of the Contract. If the Contract gets extended for 2 more years, associated Security Deposit (similar to as cited above) terms and conditions are to be met by SERVICE PROVIDER.

32.2 Offers from SERVICE PROVIDER(s), who are not agreeing to provide Security Deposit shall not be considered.

33. SETTLEMENT OF DISPUTES: All disputes or disagreement arising out of this contract shall be settled amicably to the extent possible. If not, it shall be settled by an one man Arbitrator appointed by DIRECTOR,LPSC, as per Arbitration and Conciliation Act 1996, whose decision shall be final and binding both.

34. ARBITRATION: All disputes, differences, claims and demands arising under or pursuant to this agreement shall be referred to Arbitration shall be held in Trivandrum and shall be subject to and governed by provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof.

35. TERMINATION OF CONTRACT: Department of Space/LPSC reserves the right to terminate the contract at any time without assigning any reasons thereof by giving **one month** notice in writing without any financial implications on either side. If the Service Provider wishes to withdraw the work contract before expiry of the contract period, he/she should give notice in written **three months** in advance. In the event of withdrawal of the contract by the Service Provider during the currency of the contract, the security deposit amount shall be forfeited.

36. SUBMISSION OF BIDS (MOST IMPORTANT)

36.1 This is a two part tender. Part 1 is Techno commercial bid & Part 2 is Price bid.

36.2 Part 1 shall contain all relevant information sought in this RFP except the price. The Service Provider shall indicate their acceptance of all conditions of the RFP.

36.3 An unpriced price bid format shall also form part of the Part 1 offer. The price bid format is enclosed here. LPSC shall be liable to pay only the amortized man hour rate quoted, multiplied by number of hours of service provided along with GST as applicable. No other payments will be made by LPSC. Accordingly, the man hour rate quoted shall be an amortized all inclusive (except GST) rate.

36.4 Part 2 shall contain the same price bid format attached in Part 1 with only the addition of price in the relevant columns of the unpriced price bid.

36.5 PLEASE NOTE THAT ANY PART OF PRICE BEING PRESENT IN THE PART -1 WILL LEAD TO AUTOMATIC REJECTION OF YOUR OFFER.

LIQUID PROPULSION SYSTEMS CENTRE

THIRUVANANTHAPURAM

SERVICE PROVIDER'S DETAILS

Passport size
photo of the
persons
signing the
Tender
document

Name of Service Provider/ : _____

Tendering Company/Firm/Agency : _____

: _____

Name of Proprietor/Director : _____

of Company/Firm/Agency : _____

: _____

Full Address of Regd. Office : _____

: _____

: _____

Telephone & Mobile No. : _____

Fax No. : _____

E-mail Address : _____

Full address of Operating/Branch Officer: _____

: _____

: _____

Telephone & Mobile No. : _____

FAX No. : _____

E-mail Address : _____

Name and Mobile no. of the : _____

Contract Person representing the : _____

Service Provider

PAN No. : _____

Service Tax Registration No. : _____

E.P.F Registration No.& Year : _____

E.S.I Registration No.& Year : _____

Give details of contract of similar nature handled by the tendering/Firm/Agency during the last 02 years in the following format:

Details of client along with Address, Telephone and Fax number	Amount of contract (Rs. In lakhs)	Duration of Contract	
		From	To

Note: 1.If any of the above columns kept unfilled and not supported by documentary proof such Tenders will be summarily rejected.

1. The authorized signatory whose photograph is affixed above will only be permitted to attend the tender opening.

DECLARATION

I/We hereby declare that the information furnished above are true and correct to the best of my/our knowledge and belief.

[Authorised Signatory with Seal]

Full Name :

Date :

Place :

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE
THIRUVANANTHAPURAM – 695 547

TENDER DOCUMENT FOR CONCLUDING WORK/SERVICE CONTRACT

TECHNO-COMMERCIAL BID

Tender Document No. :.....
Date of issue :
Due date/Time :
Details of EMD (Amount and DD No.) :
Cost of Tender document :
(in case the Tender document is downloaded from website):
Name of the Tenderer :
Full postal address with PIN code :

Note: The Annexures-..... part of the Commercial Bid and hence the Tenderer should attach the same along with this Commercial Bid.

[Authorised Signatory with Seal]

Full Name :

Date :

Place :

Annexure – B(2)

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE
THIRUVANANTHAPURAM – 695 547
TENDER DOCUMENT FOR CONCLUDING WORK/SERVICE CONTRACT

PRICE BID

Tender Document No. :
Date of issue :
Name of the Tenderer :
Full postal address with PIN code :

Sl. No.	Nature/Quantity of work	All inclusive amount PER MAN HOUR [inclusive of Wages, Statutory levies etc. excluding GST]
1.	MAN HOUR RATE FOR CARRYING OUT MATERIAL CUTTING, PREPARATION OF BOXES, ARRANGEMENTS/ RE-ARRANGEMENTS OF MATERIALS/ HARDWARE ITEMS, MATERIAL IDENTIFICATION, ISSUE OF MATERIALS, PACKING AND DESPATCH OF MATERIALS ETC. AT CENTRAL STORES, LPSC BY ENGAGING TECHNICIANS WITH ITI QUALIFICATION (ESTIMATION-MINIMUM STRENGTH : ITI-FITTER-03 NOS. & ITI-CARPENTER-01 NO.)	Rs..... Rupees..... Only.

GST AS APPLICABLE WILL BE PAID EXTRA BY LPSC
The Service Receiver will recover Income Tax from the monthly bills of the Service Provider. The applicable GST will be reimbursed at actual against documentary proof.

[Authorised Signatcry with Seal]
Full Name :

Date :

Place :

Annexure – C

DECLARATION

(On the letterheads of Agency/Firm of the Service Provider)

I, Son/Daughter/Wife of Shri
.....
Proprietor/Director/Authorized signatory of the Firm, I am competent to sign this
declaration and execute these tender documents.

I have carefully read and understood all the terms and conditions of the tender for
providing service contract to LPSC and undertake to abide by them.

The information/documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact
that furnishing of any false information/fabricated document would lead to rejection of
my/our tender at any stage besides liabilities towards prosecution under appropriate law.

I agree to abide by all the statutory requirements as prevailing from time to time.

I also agree to required number of technician to LPSC whose character and
antecedents are verified through Police Clearance Certificate.

[Authorised Signatory with Seal]

Full Name:

Date:

Place:

Annexure – D

DECLARATION

(On the letter heads of the establishment of the Service Provider)

I/We hereby Declare that our establishment do not have any legal suit/criminal case either pending against me/us/proprietor or any of our Directors (in the case of Company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or for violation of laws in force.

OR

I/We hereby Declare that our establishment is having following legal suit/criminal case pending against me/us/proprietor/Directors (in the case of Company) of which the details are furnished below:

Sl. No.	Case No. and the details of the Hon'ble Court	Nature of the case	Name of the parties involved

Note: Strike out whichever is not applicable.

[Authorised Signatory with Seal]

Full Name:

Date

Place:

Annexure – E
COMPLIANCE STATEMENT

SL. NO.	PARTICULARS	YES /NO	PAGE NUMBER
1	Whether a copy of Establishment Registration Certificate/valid License is enclosed.		
2	Whether a copy PAN card is enclosed.		
3	Whether a copy of last 2 years IT return filed by the establishment (Form-16) is enclosed.		
4	Whether a copy of GST Registration Certificate is enclosed.		
5	Whether, the Service Provider has executed similar nature of Contract for supply of workforce in ISRO or any other Central/State Government Department/Offices/PSUs (Proof should be enclosed)		
6	Whether Signed declaration is enclosed per Annexure-D .		
7	Whether the details of suits/criminal cases etc. pending or contemplated against the Service Provider's establishment is enclosed as per Annexure-E		
8	Whether Earnest Money Deposit is enclosed		

[Authorised Signatory with Seal]

Full Name:

Date

Place:

General Terms and Conditions:

- 1) Tender fee **Rs.590/- (Rupees Five Hundred Ninety only)** (Including Service Tax) 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.**
- 2) **Earnest Money Deposit :**
Earnest Money Deposit of Rs.50,000/- shall be submitted by you along with **PART-I**. 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.
- 3) **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.
- 4) **Performance Bank Guarantee**
Towards the performance of the systems during the warranty period you shall submit a performance bank guarantee through Bank Guarantee equivalent to 10% of the order value to cover the warranty period. This PBG shall be interest free and the same shall be returned to you on successful completion of all contractual obligations. The said PBG shall have a further claim period of 2 months.

Contd...-2-

5) 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.

6) 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.

7) 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.

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 Technical Specification and Commercial Terms such as delivery date, taxes, duties payable, place of delivery, payment term, validity, guarantee etc and scope of supply 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/ specifications 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 AX20 201703015001
DUE ON 02.01.2018 at 16.00 hrs IST
OPENING ON 03.01.2018 at 10.30 hrs IST
WORK PACKAGE FOR ENGAGING TECHNICIANS (FITTER/CARPENTER) AT LPSC,
VALIAMALA
PART I - TECHNICAL & COMMERCIAL

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. All the items/ specifications mentioned in the Technical Part should come here and prices indicated against each. The break-up for each item of supply 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 AX20 2017030150 01
DUE ON 02.01.2018 at 16.00 hrs IST
OPENING ON 03.01.2018 at 10.30 hrs IST
WORK PACKAGE FOR ENGAGING TECHNICIANS (FITTER/CARPENTER) AT
LPSC, VALIAMALA

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

"Quotation against Tender No. AX20 2017030150 01 Due on 02.01.2018, 16.00 hrs IST

for

WORK PACKAGE FOR ENGAGING TECHNICIANS (FITTER/CARPENTER) AT LPSC,
VALIAMALA

TWO SEPARATE COVERS PART-1 & PART -II SHALL ADDRESS TO

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

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

Telephone : 0471 2567726/0471 2567727/0471-2567317

Fax : 0472 2800712/0471 2567305

Your offer should reach us on or before the due date and time i.e. 2nd, JANUARY, 2018 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.

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. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.
5. a) Your quotation should be valid for 90 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.
6. (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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

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 ~~an~~ 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 or 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 ~~at~~ ~~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 LICENSE:**
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:**
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7. **GUARANTEE 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/Chennai/Mumbai/Hyderabad/Bangalore/
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 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.