

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

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

Date :27/01/2017

INVITATION TO TENDER

M/s

000000

Our Ref No : TP13 2016-028804-01

Tender Due: 16:00 Hrs ISTon 21/02/2017

Opening : 10:30 Hrs ISTon 22/02/2017

Dear Sirs,

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

S.No.	Description of Items with Specifications	Unit	Quantity
1	Supply, Installation, Commissioning, Operations & Maintenance of IP-based NGN Telephone Exchange and Maintenance of existing campus-wide Telephone Network & instruments for a period five years.	LOT	1

DELIVERY AT: VALIAMALA

MODE OF DESPATCH BY ROAD

DUTY EXEMPTIONS Eligible for Excise Duty Exemptions

SPECIAL INSTRUCTIONS NIL

SPECIFIC TERMS Enclosed

INSTRUCTIONS TO TENDERERS:

Note:1] Detailed scope of work as per Annexure-A & Specifications of Clip Instrument as per Annexure-B..

2] Instructions to TWO PART tenders as per Annexure-C.

3] General Terms & conditions as per Annexure-D.

4] A Compliance statement is attached as per Annexure-E, which shall be duly filled and furnished along with your quote, without which your offer will not be considered.



For and on behalf of the President of India
The Purchaser

ANNEXURE – A SCOPE OF WORK

SUPPLY, INSTALLATION, COMMISSIONING, OPERATIONS AND MAINTENANCE OF IP-BASED NEXT GENERATION NETWORK (NGN) TELEPHONE EXCHANGE IN LPSC, VALIAMALA

The Scope of work includes Supply, Installation, Commissioning, Operations and Maintenance of IP-based Next Generation Network (NGN) Telephone Exchange with Onsite Residential Support to carry out the maintenance of the existing campus-wide telephone network and telephone equipments, in addition to the Exchange level operations and maintenance for a period of 5 years on turnkey basis. The existing EPABX Telephone Exchange shall be replaced with the new NGN Exchange and all existing telephone numbers which are allotted by M/s BSNL have to be retained. The existing campus-wide Telephone network as well as services provided by the Telephone Exchange currently operational in LPSC shall also be retained with the new NGN Exchange. The information regarding the existing Telephone Exchange and the detailed scope of work are mentioned in the following sections.

0. DETAILS OF EXISTING TELEPHONE SERVICES – EXCHANGE, FACILITIES & NETWORK

The present Telephone Exchange in LPSC Valiamala is Ericsson make MD110 EPABX system which was procured in the year 2001 with 1000 lines which was upgraded to Ericsson BC12 model with support 1250 lines in the year 2005. Telephone network connectivity is established throughout the campus by external Copper cables. The Telephone Exchange and the campus-wide telephone network are now under maintenance by private agencies where as the telephone services and telephone connections are provided by M/s BSNL, Trivandrum.

1.1. EXISTING TELEPHONE EXCHANGE AND CIRCUIT DETAILS

At present the Telephone Exchange supports following lines:

- 4 x 2 Mbps PRI Streams (30 lines per stream)
- 1x 2Mbps hotline to ISRO Propulsion Complex (IPRC) , Mahendragiri, Thirunelveli District, Tamil Nadu
- 2x 64-Kbps hotlines to Satish Dhawan Space Centre Sriharikota, (SDSC, SHAR)
- 12 Voice circuits for Local calling

- 2 PRI Circuits for Video Conferencing
- 11 direct lines from Nedumangadu BSNL Exchange

A schematic diagram of the currently existing lines are shown in Fig 1.0

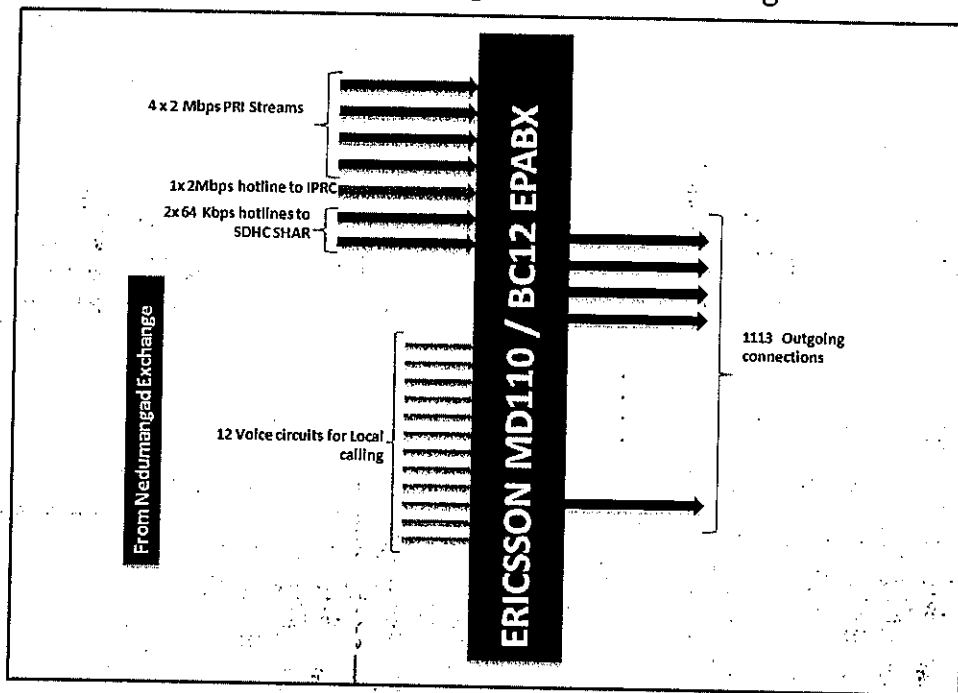


Fig 1.0 Circuit Details of Existing Telephone Network at LPSC Valiamala

1.2. LPSC CAMPUS-WIDE TELEPHONE NETWORK

Valiamala is situated near Nedumangad, which is around 20km from Thiruvananthapuram. The LPSC campus in Valiamala spreads across 305 acres of land with a perimeter of around 7 km. Telephone network connectivity is established throughout the campus by laying external Copper cables to different areas of LPSC Campus. Six pillar boxes are installed. They are located at six various locations inside the campus. Connectivity from Telephone Exchange to Pillar boxes and from pillar boxes to telephone equipments is established through underground Copper cables. Few connections are extended directly from the Telephone Exchange. A schematic diagram of the telephone network is shown in Fig 2.0

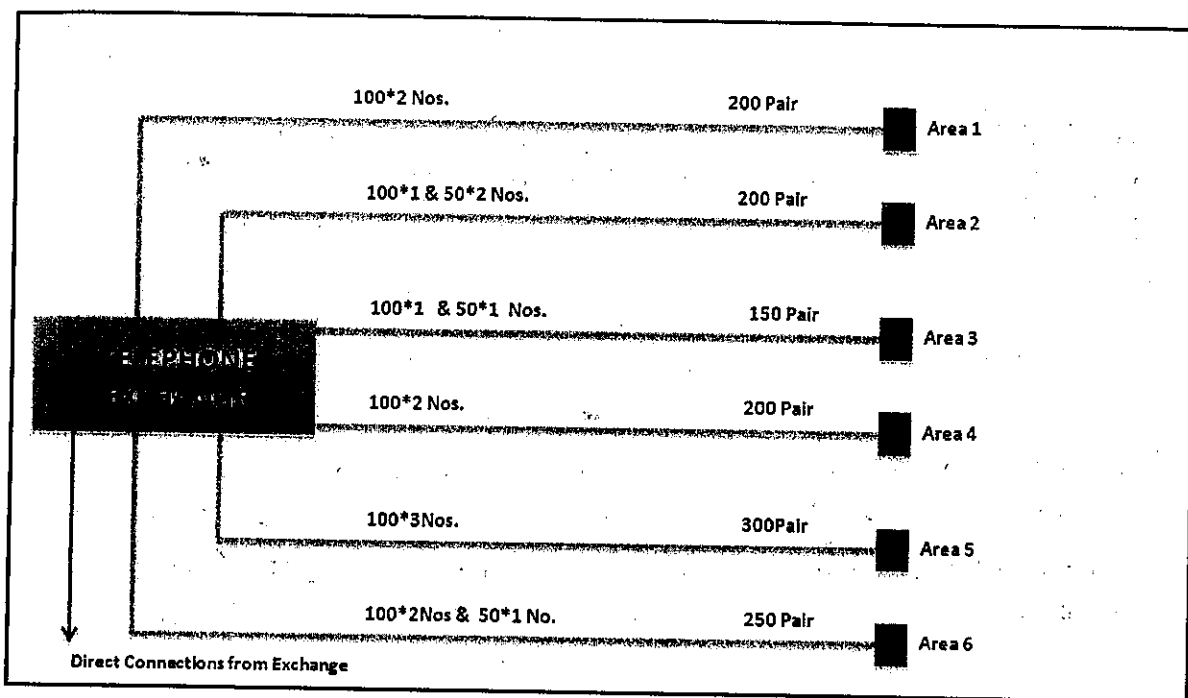


Fig 2.0 Telephone Network at LPSC Valiamala

1.3. EXISTING TELEPHONE SERVICES

The following are the telephone services available presently with LPSC, Valiamala;

Sl.No	Facility	No. of Connections
1	ISD Facility	19
2	STD Facility	201
3	Zero Dialing Facility (including local landline and local mobile numbers)	539
4	ISRO Centre Calling Facility (VSSC, IPRC & SHAR)	30
5	Internal Connections	324
	Total Connections	1113

** The above information is as on September 2016

ISRO has various Centres located across India. Hotline facilities are established for providing local calling facility with ISRO Centres in various locations.

2.0. SCOPE OF WORK

The Supplier shall carry out the following activities:

2.1. SUPPLY, INSTALLATION & COMMISSIONING OF NGN TELEPHONE EXCHANGE

- Replacement of the existing Ericsson Make EPABX Telephone Exchange with IP-based Next Generation Network (NGN) Telephone Exchange. The required telecommunication equipment shall be supplied and installed in the same Telephone Exchange room in LPSC Valiamala. In case of supply, the Telephone Exchange will be owned by LPSC. As an alternate solution to total supply of the Exchange, supplier can also install their product in LPSC premises and permit LPSC to use the facility during the contract period for various services. Subsequent to the closure of the contract, they shall take the product back to their premises at their own cost.
- The new Exchange shall have the capacity to handle 1500 telephone connections initially with scalability to expand up to minimum 2000 lines later. It shall have all the features as mentioned in Section 2.3
- Supply & Installation of Battery, Power Plant, Distribution Frames, Interconnect cables and all the related equipments for the Exchange. Providing UPS support and Air conditioning with temperature monitoring, required for operating NGN Telephone Exchange on 24*7 basis.
- Supplier shall also be responsible for providing adequate lightening protection for the Exchange as well as the telephone equipments.
LPSC will provide space and other amenities including raw power (three phase)
- Dismantling of existing Telephone Exchange is the responsibility of the Supplier.
- Migration from existing Exchange to the new shall be smooth and within minimum downtime
- Onsite Residential Support with at least two officials to carry out the following:
 - Administration, Operations & Maintenance of the NGN Telephone Exchange
 - Up-keeping and maintenance existing telephone network, Pillar boxes & External plants apart from NGN Exchange*Please refer to Section 2.4 for detailed Scope of Onsite Residential Support*
- Ensure the facility availability on 24x7 basis (up to 99.5%)

- In case of distribution of Exchange is necessitated, Supplier shall carry out all activities related to its Installation & Operations. Required space and raw power supply will be provided by LPSC
- It is proposed to engage a contract / MoU for a period of five years for operations and maintenance of the Exchange & campus-wide telephone network

2.2. SERVICES REQUIRED

- Existing campus-wide telephone network and telephone instruments shall be retained as it is
- All existing phone numbers which are allotted by M/s BSNL shall be retained as such. It shall be the responsibility of the supplier to interact with M/s BSNL and make provision for the same
- All existing services Voice Mail, Call Forwarding, Call Recording, Automatic Call Transfer, Consultation Hold, Conference Call, Dynamic STD Lock, Call Billing, Caller Line Identification and Presentation (CLIP), Ring back when free, Discriminate Ringing shall be retained
- Existing 4-digit Direct Inward Dialing (DID) level has to be retained for Closed User Group (CUG) Calling
- Existing Hotline facility with other ISRO Centres shall be retained
- Migration of existing Exchange to new NGN Exchange shall be carried out without any disturbance to regular operations.
- Necessary upgradation of the Exchange in case of obsolescence as well as maintenance & supply of necessary spares shall be the responsibility of the supplier

2.3. THE NGN EXCHANGE FACILITY SHALL HAVE THE FOLLOWING FEATURES

- IP Telephony
- Video Calling
- Centralized Management System
- Distributed Exchange Features
- PAN India Closed User Group – CUG
- Video Conferencing Services
- Fixed Mobile Convergence (FMC)

2.4. MAINTENANCE, OPERATIONS AND ONSITE RESIDENTIAL SUPPORT FOR A PERIOD OF FIVE YEARS

The Supplier shall position at least two Onsite Residential Officials in Valiamala for regular up-keeping and Administration of the NGN Telephone Exchange & power plant and its operations. The supplier shall also maintain the existing campus-wide telephone network as well as the telephone equipments. They shall carry out the maintenance of cable connections from Exchange to the telephone equipments in the campus, pillar boxes, establishment of new connections, shifting of telephones to different locations, indoor and outdoor cable maintenance, re-routing of damaged cables, distribution frames and resolving issues related with connectivity & existing telephone equipments during the contract period. In case of construction of new buildings within the campus, the Supplier shall be responsible for extending the telephone network to the newly constructed buildings with optical fibre cables.

The residential officials will be reporting and working under the guidance of Group Head, CISDG.

- Exchange services shall be ensured on 24X7 basis with minimum 99.5% availability
- All reported issues shall be attended and resolved within maximum 4 hours on a working day.
- Log of events happened during the contract period shall be maintained
- Residential official shall be available not only during office hours but also during holidays and late office hours whenever needed.
- Based on the work load, additional personnel shall be positioned for resolving the issues on time-bound basis
- Supplier shall maintain adequate spares for the up-keeping, maintenance and smooth functioning of all the equipments
- In case of replacement of existing telephone equipments, the supplier shall provide the same for which payment will be made separately

3.0. OTHERS

1. Supply and Installation 300 numbers of CLIP instruments as per the specifications in Annexure-B
2. The Supplier shall also quote the rates for IP phones, Video conference phones and IP Gateways

3. Supplier shall quote the tariff rates for the Value Added Services (VAS) such as Video Conferencing Services etc. supported by NGN Switch
4. Supply of passive components required for cable laying, the cable laying activities, termination shall be done by the supplier. The rates for the same shall be explicitly mentioned in the bid

4.0. PRE-BID VISIT

Before the submission of bid, bidders can make site visit for better understanding of existing Exchange, campus-wide telephone network and existing facilities in LPSC, Valiamala. However, advance intimation shall be made to Purchase so that entry pass shall be arranged and LPSC officials shall be co-ordinating with the respective teams for site visit.

5.0. TERMS AND CONDITIONS

1. Bidders shall have at least five years experience in the field of telecommunication industry and should have carried out similar installations of Telephone Exchange with minimum 1000 connections in the last three years. They shall also produce the documentary evidence for the placement of Purchase orders, operations and maintenance support related to such ongoing contracts
2. Supplier shall quote separately for each of the items like Supply of Exchange, Operations and maintenance support for five years, Onsite Residential Support, supply of passive components for cable laying works, labour works for cable laying activities and cable termination, Supply of CLIP instruments, IP Phones, video conference Phones and IP gateways.
3. The bid shall include all the items required for the Installation & Commissioning of the facility as a turnkey project
4. Residential officials positioned at Valiamala campus shall strictly adhere the disciplines being followed by LPSC and have to produce Police Verification in accordance with administrative guidelines
5. It will be the responsibility of the supplier to meet transportation, food, medical and any other requirements in respect of the manpower deployed in LPSC and LPSC will have no liabilities in this regard

6. In case of Supplier installing their product in LPSC premises, LPSC will not be liable for any damage or loss caused to the equipment whether such loss or damage occurs as a result of fire or any natural hazards.
7. Supplier shall draw cables inward and outward from the premises without damaging the existing structure as and when required for technical and commercial necessities
8. Supplier shall at times indemnify and keep LPSC harmless for any loss or liability arising on account of damage to the assets and or property of LPSC directly or indirectly due to activities of Supplier in the designated area. LPSC shall not be liable for any damages or compensation payable by law in respect of or in consequence of any accident, injury or death to any person as a consequence of the activity of Supplier in the buildings of LPSC and Supplier shall indemnify LPSC against all such damages and compensation and against all claims and demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto, if it is due to the supplier
9. If the technology of installed NGN Exchange becomes obsolete, the Supplier shall be responsible for upgradation of the technology and ensuring of services and smooth running of telephone facility during the period of MoU
10. LPSC reserves the right to terminate the contract / MoU if the terms and conditions mentioned in the tender are not adhered to.

ANNEXURE- B

SPECIFICATIONS OF CLIP INSTRUMENT

- Caller Display LCD with backlit
- Minimum 50 incoming calls memory and minimum 10 outgoing calls memory
- Phonebook
- Alphanumerical Keypad
- Display of incoming numbers, repeat calls and total calls
- Conversation time display
- Ringer volume control switch
- Digital volume control for speaker
- Hands free Dialing
- LCD contrast adjustable
- Two way speaker phone
- In-use LED Indication
- Tone/pulse switchable through soft switch
- Visual indication for ringer
- Mute (Toggle), flash and redial function
- 16 digit LCD display for name and number
- Calendar
- Alarm
- Wall or Deck Mountable
- Warranty: 3 years

INSTRUCTIONS FOR TWO PART TENDERS

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

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

(a) 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 TP13 2016 028804 01

DUE ON 21.02.2017 at 16.00 hrs IST

For Supply, Installation, Commissioning, Operations & Maintenance of IP-based NGN Telephone Exchange.

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. 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. TP13 2016 028804 01

DUE ON 21.02.2017 at 16.00 hrs IST

For Supply, Installation, Commissioning, Operations & Maintenance of IP-based NGN Telephone Exchange.

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 2016 028804 01 Due on 21.02.2017, 16.00 hrs IST for Supply, Installation, Commissioning, Operations & Maintenance of IP-based NGN Telephone Exchange.

containing TWO SEPARATE COVERS PART-1 & PART -II and addressed to:

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

The cover should indicate " SENDER'S " address

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

Telephone : 0471 2567726/0471 2567727
Fax : 0472 2800712/0471 2567305

Your offer should reach us on or before the due date and time i.e. 21ST February, 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.573/- (Rupees Five Hundred and Seventy Three only)(Including 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.

General Terms and Conditions:**1) Earnest Money Deposit :**

Earnest Money Deposit amounting to Rs. 5 Lakhs 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) Warranty

You shall provide applicable warranty for the items offered by you without fail. For the applicable period you shall provide necessary warranty certificate.

4) Performance Bank Guarantee

Towards the performance of the systems during the warranty period you shall submit a performance 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.

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.

- 8) Tender fee Rs.573/- (Rupees Five Hundred and Seventy Three only) (Including 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.**

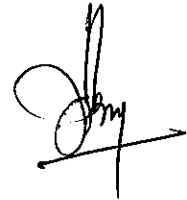
Instruction to Indigenous Suppliers:

- 9) Our Normal payment terms are 100% within 30 days after receipt and Successful Installation and acceptance of the item at our site. Please confirm acceptance in your quotation.
- 10) We are exempted from payment of Excise Duty as per Notification No.10/97 CE Dtd.01.03.1997 as amended by Notification No.16/2007 CE Dt.01.03.2007.Necessary Excise Duty Exemption Certificate shall be issued in case of an order on you. As such you may be quote accordingly.
- 11) Please specify Sales Tax percentage, if any, in your offer

Instruction to foreign Suppliers:-

- 12) Our normal payment term is **SIGHT DRAFT**, Please confirm acceptance in your offer, if you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.
- 13) We prefer import from sources abroad directly against payments in foreign exchange. In case due to certain reasons this is not possible, we prefer to go for 'High Sea Sales' against payment in Indian Rupee. In this case, consignments shall be cleared through Customs only by us.
- 14) In case the quote is on Indian Rupee (Outside High Sea Sale), the price shall include taxes and duties if any. We shall not able to provide any duty or tax exemption/concession certificates. If the item quote is of USA make, please quote for all-inclusive price since we prefer to get the item on FOR destination basis.
- 15) Please specify whether any export clearance is required in case of an order on you.
- 16) Warranty/Guarantee applicable for the item shall be mentioned in your offer.

- 17) Special Certification for packing Material : as per Plant Quarantine (Regulation of Control into India) Order 2003, Articles packed with packing material of plant origin viz., hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, Dunn age Mats, wooden packages, coir pith, pear or sphagnum moss etc., will be allowed entry by Customs only with a Phytosanitary Certificate. In case if a Purchase Order, if you propose to us any of the above material for packing such a certificate issued by your local Plant Quarantine Authority shall be furnished.
- 18) Confirm whether any Export License is required and for which End User Certificate is to be provided by us, in case of an Order on you. (Enclose format for EUC, if applicable)
- 19) Either Indian Agent on behalf of the foreign principles or the foreign principal directly can quote against this order, but not both. In either case an Indian agent cannot represent more than one principal against the same tender.
- 20) Your offer should reach us on or before the due date and time i.e, 21.02.2017 at 16.00hrs IST. Offer received after the due date and time will not be considered. Offers received through fax or email will not be considered.

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a cursive name, possibly 'S. Srinivasan', with a horizontal line extending to the right.

COMPLIANCE STATEMENT FOR COMMERCIAL TERMS**To be filled and furnished along with your quote**

Sl. No.	Description (Commercial terms & conditions)	Compliance to Col. (2) [YES/NO]	If 'NO' Specify deviations explicitly	Remarks
(1)	(2)	(3)	(4)	(5)
1.	P & F charges, if any, please mention percentage/amount in Col.5.			
2.	ISRO is exempted from payment of Excise Duty vide Notification No.10/97 CE Dtd.01.03.1997 as amended by Notification No.16/2007 CE Dt.01.03.2007. (We will provide Excise Duty Exemption Certificate).			
3.	CST/VAT without C/D Form applicable (Please mention percentage of CST/VAT in Col. 5).			
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 in case of Import Orders/ imported supplies/ High Sea Sales).			
5.	Installation Charges, if any, (Please mention the percentage / amount in Col.5).			
6.	Service Tax, if any (Please mention the percentage / amount in Col.5).			
7.	Delivery Term :- <ul style="list-style-type: none"> • FOR LPSC, VALIAMALA/BENGALURU • In case of Foreign orders, FOB or FCA 			
8.	Freight charges, if any. If 'YES' please mention the percentage / amount in Col.5.			
9.	Delivery Period (Please mention in Col.5)			

Sl. No.	Description (Commercial terms & conditions)	Compliance to Col. (2) [YES/NO]	If 'NO' Specify deviations explicitly	Remarks
(1)	(2)	(3)	(4)	(5)
10.	<p>Payment Term :-</p> <p>(a) 100% payment shall be made through RTGS within 30 days of receipt and acceptance of the item at our site. Please note that advance payment shall be entertained only against submission of Bank Guarantee from a Nationalized / Scheduled Bank for equal value of advance valid till the completion of supply / acceptance plus three months claim period.</p> <p>(b) In case of foreign orders, Payment term shall be SIGHT DRAFT.</p>			
11.	<p>Liquidated Damages (LD) :- Since delivery is the essence of this order, LD @ 0.5% per week or part thereof subject to a maximum of 10% of the order value for the delayed period of supply.</p>			
12.	<p>Warranty :- Warranty for the offered item shall be from the date of installation/acceptance of the item at our site. Please mention the warranty period, if any, in Col. No.5</p>			
13.	<p>Performance Bank Guarantee (PBG) :- You have to submit a PBG from a Nationalized / Scheduled Bank for 10% of the order value at the time of supply valid till the completion of warranty period plus 60 days claim period.</p>			
14.	<p>Security Deposit (SD) :- 10% value of the order shall be deposited with LPSC within 10 days from the date of the Purchase Order towards security deposit in the form of Bank Guarantee towards performance of the Contract. (This will be returned by LPSC immediately on execution of the order satisfactorily as per order terms. If not, the amount will be forfeited).</p>			
15.	<p>Insurance :- Being a Govt. Of India Dept., we don't want insurance at our cost and hence we will not provide insurance. Please ensure the safe delivery of the ordered item.</p>			

Sl. No.	Description (Commercial terms & conditions)	Compliance to Col. (2) [YES/NO]	If 'NO' Specify deviations explicitly	Remarks
(1)	(2)	(3)	(4)	(5)
16.	Validity of Offer :- The offer shall be valid for 120 days from the date of opening.			
17	Special conditions against Indian Agents submitting quotations in Foreign Currency.			
17-a	The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender) the same will be not be considered.			
17-b	In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item/product will not be considered.			
18-a	Foreign Principal's pro-forma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.			
18-b	Copy of Agency agreement with the Foreign Principal, precise relationship between them and their mutual interest in the business.			
18-c	The enlistment of the Indian Agent with Director-General of Supplies & Disposals under the Compulsory Registration Scheme of Ministry of Finance.			
19	Purchase/Preference to MSEs Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small & Medium Enterprises Development Act 2006. Necessary authenticated documentary evidences shall be submitted along with your offer. MSEs will be exempted from submission of EMD.			
20	The Tenders submitted by you shall be compulsorily signed and unsigned tenders will be summarily excluded from the procurement process			

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 conform 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. LIQUIDATED DAMAGES :

The delivery period mentioned is the essence of this order. 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 of 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.

18. **Performance Bank Guarantee :**

Towards the performance of the systems during the warranty period, you shall submit a Performance 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 6 months.

19. **SECURITY DEPOSIT :**

Security @ 10% of the value of the order shall be deposited within 10 days from the date of receipt of order in the form of Bank Guarantee or Fixed Deposit from any of the Scheduled Bank executed on non-judicial Stamp Paper of Rs. 200/- towards the performance of the contract and shall be valid for a period of 60 days beyond the date of completion of the Purchase Order / Contract. This will be returned by LPSC immediately on execution of the order satisfactorily as per Order terms. Failing which the amount will be forfeited/adjusted.

20. **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.

21. **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.

22. **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.
