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1. SCOPE OF WORK

1.1. To carry out tasks related to Assembly and Testing of Umbilical Systems in “Umbilical Integration & Testing Lab” of LPSC.

2. DIMENSIONAL INSPECTION OF PROPULSION SYSTEM ELEMENTS

Service provider need to carryout activities broadly related to:

2.1. **Part Preparation**—Collection of parts from bonded stores, Collection of dimensional reports and its review, De-burring of parts, preparation of inspection requests, Collection of standard parts from bonded stores. Cleaning of parts for pre-assembly, Assembly of fixtures for proof pressure test and collection of proof pressure test result and their compilation, Examination of parts under microscope before final clearance for assembly.

2.2. **Pre-assembly operations**—Pre-assembly operations to check critical clearances and assembly corrections required. Preparation of assembly correction requests, handing over parts to machining shop and collecting them back with reports. Scrutiny of FCD inspection reports, Re-verification sliding clearances and comparing them with FCD acceptance criteria.

2.3. **Realization of sub-assembly** – Cleaning of parts in ultrasonic cleaner, Assembly of parts for sub-assembly realization, welding request generation, collecting parts after welding, Carrying out leak check with Helium mass spectrometer.

2.4. **Realization of final assembly** – Assembly part list preparation. Cleaning of parts, Assembly of components by assembling fasteners and then leak checking it with helium to check leak tightness in various joints. Filling of delta documents for assembly and testing.

2.5. **Testing**—Preparation of test article for vibration testing, thermal testing, interface leak checks. Collection of test reports from the respective facilities. Carrying out necessary tests and consolidation of the results.

2.6. **Preparation of final reports**—Preparation of final reports compiling all the assembly and test data for each component. Generation of graphs for various tests like flow test, response tests etc. Compilation of test result database.

2.7. Any other activity that may be called for from time to time as may be felt necessary by LPSC.

3. MANPOWER AND QUALIFICATION

3.1. Party deputed personnel shall have following qualification/experience:

Diploma Engineer

- a. Diploma in Mechanical Engineering (DME) with minimum 2 years' experience in relevant field. (1 No.)**
- b. Diploma in Mechanical Engineering (DME, 1 No.)**

ITI Technician

- a. ITI Fitter (Mechanical) with minimum two year experience in relevant field. (1 No.)**
- b. ITI Fitter (Mechanical, 1 No.)**

3.2. Service provider shall submit the details regarding the qualification and experience of the work force being deployed, as and when manpower is positioned/ changed. Personnel meeting the aforesaid pre-requisites should be able to demonstrate their skills in the presence of LPSC representative. In case of any attrition in the skilled manpower, party shall seek for fresh skill demonstration of personnel, so as to ensure minimum number of skilled manpower available with them always as a redundant measure for substituting the absentees.

4. WORKING HOURS

08.45 to 17.15 Hrs with 6 days per week, the exact time and days shall be applicable to the Industry concerned. If required, work shall be arranged on holiday and beyond normal working hours at the same rate as agreed for the normal working Hours.

5. ACTIVITY LIST AND WORK UNITS

- 5.1.** Service provider shall provide all the required manpower for assembly & testing activities.
- 5.2.** Service provider shall submit the details regarding the qualification and experience of the work force being deployed.
- 5.3.** Following is the Work unitsto be positioned by the SERVICE PROVIDER for assembly and testing of Umbilical systems. This will be more or less uniformly spread over the whole year.

Table-1 :Work Description for Diploma Engineers

No.	WORK DESCRIPTION FOR DIPLOMA ENGINEERS	No.of activities/ year	Man hour required/ activity	Annual Man-hour
1	Assisting in preparation and updation of delta document for assembly and testing of Umbilical Systems and preparation of presentations in digital format.	75	4	300
2	Assisting in Preparation of test reports compiling all the assembly and test data for each component. Generation of graphs for various tests like flow test, response tests etc. Compilation of test result database.	75	4	300
3	Assisting in management of assembly and test activities, Service Provider's employee and participate in real time assembly & testing by following approved assembly & test procedure documents.	150	2	300
4	Preparation of fabricated & standard parts list with part identification nos. and request preparation for QA (Quality Assurance) clearance.	200	1	200
5	Arranging parts for Functionally Critical Dimension (FCD) inspection.	250	1	250
6	Listing down of FCD parameters and estimation of clearance and verification within the acceptance criteria.	100	1	100
7	Spring & Bellows inspection and compilation of their calibration data.	200	1.5	300
8	Preparation of indents/requests for inspection, welding, test activities, assembly corrections etc.	75	2	150
9	Recording assembly & test operations in log books.	100	2	200
10	Preparation of Assembly execution documents.	100	2	200
11	Supervision of Assembly & test activities according to laid down procedures.	100	2	200
12	Supervision of proof test/pneumatic test, functional tests, leak test of sub assemblies and valves etc.	150	2	300
13	Supervision of plumbing sub-assembly preparations and testing.	250	2	500
14	Supervision of functional assembly operation	100	2.5	250

	and test set ups.			
15	Verification of test data with the specification requirements and obtain clearance from QA.	100	1.5	150
16	Checking of valve assembly related measurements, seat load calculations etc.	100	1.5	150
17	Arranging Weld sub assembly for Dye Penetrant test, radiography tests etc.	150	2	300
18	Verification of interface engraving details, closures and packing in polythene cover and storage of valves in controlled environment/ transportation to user agency.	196	2	392
19	Preparation of valves/Umbilicals for Interface Critical Dimension (ICD) inspection	150	2	300
20	Preparation of Test results documents.	100	1.5	150

TOTAL ANNUAL MAN HOUR

4992

Table-2: Work Description for ITI, Technician

No.	WORK DESCRIPTION FOR ITI, TECHNICIAN	No. of activities/ year	Man hour required/ activity	Annual man hour
1	Collection of fabricated and standard parts from Bonded Stores as per the assembly part list.	150	2	300
2	Ultrasonic cleaning of parts in IPA/TCE, N2 gas purging, water jet cleaning, cleaning of parts in soap water and vacuum drying.	150	2	300
3	Visual inspection and microscopic inspection of parts for any damages, burrs, scratches, line marks, dent marks in sliding areas, seating areas etc.	200	2	400
4	Deburring of holes, edges corner, suiting of sliding parts, suiting of threads and suiting of interface.	100	2	200
5	Preparation of parts for passivation, decontamination, anodisation, DP tests, radiography tests etc.	100	1.5	150
6	Preparation of parts for bellow sub assembly, suiting, measurements, assembly for welding.	200	1.5	300
7	Post weld cleaning of welded areas.	100	1.5	150
8	Preparation of weld specimen for welding process qualification.	100	1.5	150
9	Inspection of valve level assembly measurement like stroke, air gap, over travel, site critical dimensions etc.	75	3	225

10	Cleanliness checking of parts, plumbing, IPA filtration for final valve assembly.	150	1.5	225
11	Carrying out final assembly of valves by assembling various parts and sub-assemblies.	150	1.5	225
12	Assembly for Hydro and Pneumatic test of valves and test set up preparation, testing etc.	150	1.5	225
13	Preparation of internal and external leak test set ups by using Mass spectrometer helium leak detector (MSHLD) and carrying out the test.	200	1.5	300
14	Preparation of valves for environmental testing, thermal cycling, vibration, humidity, thermo vacuum testing etc.	200	2	400
15	Preparation of plumbing of different geometry and carrying out the test procedures.	150	2	300
16	Preparation of test assembly for carrying out pneumatic flow tests, water flow tests, IPA test etc, and carrying out the test.	150	2	300
17	Preparation of test set up and bubble point testing of filters and carrying out the test.	75	2	150
18	Carrying out assembly and testing of module as per the assembly document procedures.	246	2	592
19	Wire locking of fasteners as per the assembly drawing.	100	2	200

TOTAL ANNUAL MAN HOUR

4992

Total annual man-hour requirement for each category is given below.

Table-4 : Total Annual man-hour requirement

Sl. No.	Category	Annual man- hour requirement
1	Diploma Engineer	4992
2	ITI Technician	4992

6. WORK UNITS AND COMPUTATION

One work unit is defined as one hour duration of work perperson and the total quantum of work carried out will be computed on monthly basis based on the completed work unit. The Service provider shall be available for work not only during office hours but also during late office hours and on holidays if needed.

Tender Details

Tender No: LPSC/LVF/2020E0486701

Tender Date: 29/12/2020

Purchase Entity: Valiamala Purchase Entity

Tender Notice

For and on behalf of the President of India, the Head, Purchase & Stores, Liquid Propulsion Systems Centre (LPSC), Valiamala, Thiruvananthapuram invites tenders through e-procurement mode;
<https://eprocure.isro.gov.in>

Prospective vendors interested in participating in the tendering process need to get registered in the portal by using Digital Signature Certificate. Offers submitted through our online portal only will be considered and no other means will be considered.

Detailed instruction, pre-requisites and illustrative tutorials for bid enrolment, preparation etc are available in the portal at <https://eprocure.isro.gov.in>. A help desk is also functioning to assist the vendors whose contact details are available in the portal.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

IDT00741600000000000isro05401.pdf

Attachment - II:

IDT00741600000000000isro05402.pdf

Attachment - III:

Attachment - IV:

Attachment - V:

Attachment - VI:

Attachment - VII:

Attachment - VIII:

Attachment - IX:

Attachment - X:

DOS:PM:20

TERMS AND CONDITIONS:

DOS:PM:20

TERMS AND CONDITIONS OF TENDER

1.Late tenders and delayed tenders will not be considered.

2.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.

3.(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.

4.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.

5.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.

6.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.

7.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.

8.The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1.DEFINITIONS:

(a) The term Purchaser shall mean the President of India or his successors or assigns.

(b) The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, 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.

PT Two Part - Instruction to Tenderers

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INSTRUCTION TO TENDERERS

1. This requirement can be quoted only through online e-procurement mode using ISRO portal <https://eprocure.isro.gov.in>. No manual tender will be considered.
2. The vendors have to get themselves registered in above site to download the tender details. To register in above ISRO portal(<https://eprocure.isro.gov.in>) the vendors need to have digital certificate. The digital certificate can be obtained from any digital certifying authority like M/s (n)Code solutions; M/s Tata Consultancy Ltd., M/s. Satyam Information System etc.
3. The parties are advised to download the tender and submit the bid online at least two days prior to Tender Closing Date to avoid last minute network problem. The due date shall not be extended due to network or computer related problems.
4. TENDER FEE NOT APPLICABLE.
5. This being a two part tender“ Technical & Commercial Part and Price Part separately, the tenders should not attach any documents containing Pricing information along with Technical & Commercial Bid. Normally we do not open PART-II (Commercial Offer), if PART-I (Technical Offer) does not meet with our technical specification requirements.
6. Our Tender Enquiry contains technical requirements and specification. The detailed technical specification of your offer should be covered in the technical part. The Technical documents need to be attached online as a single PDF file without any prior information. The tenders attachment containing Price details will be treated as unsolicited offers and rejected.
7. The quote should indicate quantity wise unit rate separately which have to be filled online. The Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.
8. Bidders are expected to comply with the technical & commercial and other terms and conditions given in vendor specified terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.
9. The vendors have to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided in the Technical Writeup/ Drawings document. The specification offered by the vendors may also be indicated in the compliance statement wherever necessary.
10. The Technical Specification / Drawing / Product Catalogues / Works carried by vendor / Make offered etc. as a single PDF file without any financial details has to be uploaded online mode by the vendor. This being TWO PART TENDER the PDF document uploaded should not contain any commercial/pricing details. If the attached PDF contains any pricing detail the offer will be treated as unsolicited and will be summarily rejected.

11. Original Equipment Manufacturer (OEM) or their representative can submit bid to LPSC. Indian agents while quoting on behalf of their principals are requested to attach necessary authorization letter from their Principals in their bid.
12. Instructions on Indian Agent (if any):- Bidders are required to provide the following information in respect of their authorised Indian Agent, if any, alongwith technical bid as the same is mandatory as is required for consideration of the bid. Name, Address, Telephone no. , fax no., email of the Indian Agent including the contact person.
13. A letter from the OEM in the current date certifying that the said Indian Agent is their authorised Indian Agent and also indicating the responsibilities/role of the Indian Agent under the proposed purchase. Renumeration/service charges payable to the Indian Agent under the proposed purchase.
14. The offer should be valid for a minimum period of 120 days from the due date.
15. Bids will not be entertained after the due date and time.
16. The vendors who have submitted the bids before the closing have to give Open Authorization as per schedule after the tender closing date.
17. The vendors may contact 080-67807786 for any technical assistance in vendor registration and bid submission.
18. Once the offer is submitted in on line mode by the vendor and Bid Sealing is done by LPSC, vendor will not be able to provide revised offer.
19. Request for the extension of the due date will not be considered.
20. The exact date and time of opening of price bid of successful tenderers will be intimated later.
21. Tender which are not prepared in terms of these instructions are liable to be rejected.
22. Based on the response to the e-Public Tender Notice, LPSC reserves the right to change any milestone date of the tendering activity.
23. LPSC reserves the right to verify all claims made by the bidder.
24. Tender Opening : The Technical and Commercial Bid [Part-I] will be opened on the specified day mentioned in the schedule and incase any further clarification/ discussion are required, such clarification/discussion shall be called for before opening the Price Bid.
25. Tenderers can participate in the said tender opening on for which, the representative of the firm shall be duly authorized by Competent Authority. Against proper authorization only such representatives shall be allowed to attend the tender opening.
26. LPSC, Valiamala, Thiruvananthapuram reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

Standard Terms and Conditions

Standard Terms & Conditions:

STANDARD TERMS AND CONDITIONS

1.Instruction to Indigenous Suppliers:

a)Our Normal payment terms are 100% within 30 days after receipt and acceptance of the item at our site. Please confirm acceptance in your quotation.

b)Please specify GST percentage, if any, in your offer.

2.Instruction to foreign Suppliers:-

a)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.

b)Please specify whether any export clearance is required in case of an order on you.

c)Warranty/Guarantee applicable for the item shall be mentioned in your offer

d)Please keep your offer valid for 120 days.

e)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.

f)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)

g)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.

h) 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.

i) In case the quote is on HSS basis, the Indian Trader shall submit the following documents mandatorily along with the offer. • The Import Export Code of the Indian Trader • Bank Authorisation Code of the Indian Trader. • GSTIN of the Indian Trader.

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. Warranty

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

5. 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.

6. Security Deposit

On acceptance of the order, you shall submit an interest free amount equivalent to 3% 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.

7. Offer Validity

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

8. 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.

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

10.LPSC shall have the right to place part order among the parties for the items for which they are the lowest.

Bid Templates

Vendor Specified Terms

Description	Vendor Terms
GST (mention percentage)	
Compliance Statement as per Annexure-E	
Contract Period	
Delivery Terms	
Payment	
Offer Validity	
Order to be placed in favour of (Contact address to be provided along with Phone no, e-mail id and Fax No.):	
Security Deposit	
Any other terms	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
WORK CONTRACTS Diploma Engineer	-	4992	Hours	-	-

in Mechanical Engineering (Minimum 2 years experience)					
WORK CONTRACTS Diploma Engineer in Mechanical Engineering (Fresh)	-	4992	Hours	-	-
WORK CONTRACTS ITI Technician in Mechanical fitter grade (Minimum 2 years experience)	-	4992	Hours	-	-
WORK CONTRACTS ITI Technician in Mechanical fitter grade (Fresh)	-	4992	Hours	-	-

Break-up of other taxes and other costs should be specified in respective narration columns.

Sum of these Break-up values should be specified in respective value columns.

Supporting Documents related to price bid

Attachment - I:

Attachment - II:

1.0 PREAMBLE:

- 1.1 Liquid Propulsion Systems Centre (LPSC)/ISRO is looking for reputed companies/agencies having highly capable and diligent personnel to carry out the activities related assembly and testing of Umbilical Systems.
- 1.2 LPSC proposes to avail the services related to Assembly and Testing from a reputed third party agency, who is having experience in these activities of liquid propulsion system elements and assemblies.

2.0 DEFINITIONS:

- 2.1 The term “Service Receiver” means Liquid Propulsion Systems Centre (LPSC), a Centre under the Indian Space Research Organization (ISRO) of the Department of Space (DOS) hereinafter called “Service Receiver” includes its Units/Entities/Groups/Divisions of LPSC located at Valiamala P.O, Thiruvananthapuram – 695547.
- 2.2 The term “Service Provider” includes any registered Establishment which will be deemed responsible and held accountable for performing the work contract.
- 2.3 The term “Work Package” shall mean a Work Package Contract to provide services at different Entities/Groups/Divisions of Service Receiver as per the Scope of Work.
- 2.4 The terms “Employees” shall mean all the employees, supervisors and staff of the Service Provider deployed by the Service Provider to carry out the Work Package tasks as defined in the Work Package Order(s).
- 2.5 The term “Focal Point” shall mean the designated officials of Service Receiver, who will be coordinating with the Supervisor of the Service Provider. The Focal point of Service Receiver shall be mentioned in the Work Package Order(s).
- 2.6 The term “Supervisor” shall mean the Identified/ qualified persons of “Service Provider”, who will supervise the works carried out by the qualified work force of “Service Provider”
- 2.7 The term “Paying Authority” shall mean the Accounts Officer of the Service Receiver.

3.0 SERVICE PROVIDER PRE-REQUISITES

The Service Provider shall fulfill the following requirements.

- 3.1 Should be a registered firm/Company/society and not an individual.

- 3.2** Should have valid registration certificate issued by any Government Agency. The Bye-Law/Registration Certificate should permit undertaking the proposed work.
- 3.3** Should have Registration with Labour Department, EPF Organization and ESI Corporation.
- 3.4** Should have Income Tax (PAN)
- 3.5** Should have GST Registration
- 3.6** Should have employees with adequate experience/ expertise to undertake activities elaborated in Annexure 1.
- 3.7** Should submit 6 months' Bank statement showing minimum bank balance for paying at least 4 months' wages to the work force.
- 3.8** Should submit Proof for similar work done at any ISRO Centres/Units/any Govt. Departments/any PSUs etc

4.0 Mandatory Documents

The following documents shall be submitted by the Service Provider along with documentary proof (wherever required); without which your offer will NOT be considered.

No.	Details	Annexure
1.	The details of Service Provider's establishment in their letter head	A
2.	Declaration Form	B
3.	Declaration with respect to Court Cases, if any pending or being contemplated against the Service Provider	C
4.	"Near Relative" Certificate declaration in the format inline with Para 4.1	D
5.	Compliance Statement	E
6.	Proof of experience of your firm/company	
7.	Bank statements for six months	
8.	ITR for the last two financial years	
9.	Balance sheet or P & L Account for the last two years	

The Service Provider shall engage required number of employees with relevant qualifications for the execution of work as per Scope of Work (para 6.0).

4.1 Near Relative:-

- The Service Provider shall furnish a Declaration (Annexure-D) of the details of “Near Relative” of the Service Provider (of the owner, partner, member of board of directors, members of governing body, or similar authorized bodies responsible to perform the management functions of the Service Provider’s Firm) who is/are working/employed in VSSC & IISU, Liquid Propulsion Systems Centre (LPSC), a Centre of ISRO located at Thiruvananthapuram and any other ISRO Centre/Unit. The “Near Relative (s) means:
 - a) Spouse
 - b) The one is related to the other in a manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) and brother's wife, sister, sister-in-law, sister's husband (brother-in-law) in relation to the Partner / Shareholders / Directors / Executives / Office bearers of the Service Provider.
- Declaration of the details of “Near Relative”

If any “Near Relative” are engaged as above (Para 4.1), a declaration to the effect that the said employees of ISRO has no connection/ partnership/shareholding or any other business interest in the Service Provider’s firm shall be certified and provided.

5.0 Period of Work Package Order:

The proposed Work Package Order(s) will be valid for a period of 24 months from commencement of the contract with an option to extend the same for a further period of one year with the same terms and conditions on mutual consent. The commencement of the contract shall be within one month from the date of placement of work contract.

6.0 Scope of Work :

- 6.1** The details of work content for this “Work Package” is mentioned at Annexure I and which includes the scope of work, category of work force and the minimum number required to execute the work.
- 6.2** The Service Provider shall ensure that the works assigned to them are completed within the prescribed time-limit, under their supervision.

- 6.3** The Service Provider shall engage required number of persons with relevant qualifications and experience to carry out various activities listed in Annexure 1.
- 6.4** The Service Provider should have experience in executing the work assigned as explained in Annexure 1

7.0 Working Hours

- 7.1** Normal Working Hours: Generally the working hours of the centre are from 08.45 hours to 17.15 hours with half an hour lunch break. The Service Provider has to execute the work from Monday to Friday in the normal working hours.
- 7.2** Extended working hours: Based on the requirement, the Service Provider should be prepared to undertake the work during extended hours as well as on holidays.
- 7.3** Change in working hours: The Service Provider shall also adhere to any changes made in the present shift timings in the specified area of the Service Receiver and shall follow the said changed timings.

8.0 Legal:

- 8.1** The Service Provider shall abide by the Law of the land including, CLR Act, EPF,ESI Minimum Wages, TDS Liabilities, Service Tax etc. Service Receiver shall in no way be responsible for any default regarding statutory obligation. The Service Provider has to ensure compliance of the provisions at the time of submission of bill to the Service Receiver and while making payments to their work force at all times during the currency of the Work Package.
- 8.2** Compensation Act 1923 –Keeping in view of liability under employees compensation Act, 1923, in case of the occurrence of any Accident during the course of execution of this Contract/ Order/Agreement involving any of the persons engaged by the Contract/agency/firm/company occupied within the premises of the work site specified by LPSC and during the discharge of duties, resulting in:

a) Death or permanent disability from loss of both limbs

or

b) In the event of other permanent disability

- The victim/dependant shall be eligible for a compensation of Rs.10 lakhs and Rs.7 lakhs for a & b, respectively. This compensation is applicable irrespective of whether or not there has been any wrongful act, neglect or default and notwithstanding anything contained in any other law. The liability for this shall rest with the Contractors/Agencies/Firms/Companies concerned. Whenever such incident occurs, as per the guidelines of the Department, Department shall make arrangements for disbursing this amount and shall recover the same from the Contractors/Agencies/Firms/ Companies concerned.
 - For this purpose, without limiting any of the other obligations or liabilities, the Contractors/Agencies/Firms/Companies concerned shall at his own expense take a Comprehensive Insurance for his workforce and for all the work during the execution period from any of the Insurance Companies as approved by the Insurance Regulatory & Development Authority of India (IRDA).
 - The Contractors/Agencies/Firms/Companies concerned shall have to furnish originals along with premium receipts and other papers related thereto to the Officer concerned at LPSC within 15 days from the date of placement of Contract/Order/Agreement and work shall commence only thereafter.
- 8.3** The Service Provider shall discharge all the legal obligations in respect of the workforce engaged by them for the execution of the work in respect of their remuneration and Service Conditions and shall also comply with all the rules and regulations and provisions of the law in force that may be applicable to them from time to time. The Service Provider shall indemnify and keep indemnified Service Receiver from any claim, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Service Receiver shall be final and binding on the Service Provider.
- 8.4** The timely payment of remuneration to the workforce, remittance of EPF and ESI shall be the sole responsibility of the Service Provider. For any default with regard to statutory obligation, the Service Provider is solely responsible.
- 8.5** The Service Provider shall also be liable for all Taxes, Levies, Cess etc., on account of service rendered by them to the concerned authorities from time to time as per extant rules and regulations in the manner.
- 8.6** The Service Provider shall completely be responsible to maintain the Attendance, Acquaintance of wages paid, EPF, ESI and Comprehensive Mediclaim policy as the case may be. Government authorities shall have the right to inspect these records at

any time and take necessary penal action for non compliance of these provisions, if any.

8.7 The Service Provider is fully responsible for timely claiming and disbursing monthly payment of remuneration to their work force engaged in the campus of the Service Receiver, within the time limit prescribed in the relevant Act/Rules.

8.8 Payment disbursement shall be made to the Service Provider by the Service Receiver on monthly basis for the actual units of work completed on piece rate and rate thereof and on receipt of the invoice/bill which is duly certified by the Focal Points and approved by Divisional Head/group Head of the Service Receiver/JRT, as the case may be and submitted to the Accounts Officer, LPSC, in the prescribed format together with the following documentary proof.

- i. Proof of payment of remuneration made to the work force for the preceding month duly certified by the Service Provider.
- ii. Proof of remittance of both Employees and Employer's contribution towards EPF,ESI or Medi-claim Policy, as the case may be, made for the preceding month.

8.9 The Service Provider should issue signed wage slip/statement on their letter head to the work-force containing details of remuneration paid, recoveries made etc.

8.10 The Service Provider upon being served with the Work Package Order(s) shall engage the work force as per the requirements sought for the Service Receiver for which the Service Provider shall provide the bio-data of their qualified workforce.

8.11 Issue of entry pass: For arranging entry pass to enter the Service Receiver's premises, the Service Provider should submit the details of their work force to the respective focal point and the same shall contain the following documents. The respective focal point shall scrutinize the same and shall forward it to the Senior Administrative Officer, GAD/P&GA duly approved by their Divisional Head:

- a. Police Clearance Certificate
- b. ID card issued by the Service Provider
- c. Any valid Photo Id card issued by any Government Agency and
- d. Two copies of Stamp size photographs.

i. Police Clearance Certificate

It is the responsibility of the Service Provider to arrange the character and antecedents of the work force engaged for duty. The Service Provider shall engage the work force who is not having any criminal background. The character and antecedents shall be got verified through record check by Service Provider at their own cost from the concern Police authorities (Police Clearance Certificate and submit the original report.

ii. Identity Card to be issued by the Service Provider

The Service Provider shall issue tamper proof necessary Identity Card in their firm's/society's/agency's /company's logo to the work force deployed by them to Service Receiver.

- 8.12** The Service Provider shall submit to the respective Paying authority of the Service Receiver, the detail of the monthly remuneration in the form of a pay slip made by them to their workforce including the deduction, by 10th of the following month.
- 8.13** In case, the Service Provider fails to comply with any statutory/taxation liability under the appropriate law and as a result, if Service Receiver is put under any loss/obligation, monetary or otherwise, Service Receiver will be entitled to get itself reimbursed either out of the outstanding bills against any of the Work Package Order(s) or from the Security Deposit to the extent of the loss or obligation in monetary terms.
- 8.14** The Service Provider shall be bound by the details furnished by them to the Service Receiver while submitting the tender or at any subsequent stages. In case, any of the documents furnished by them is found to be false at any stage, it would be deemed to be a breach of the Terms and conditions of the Work Package Order(s) making the Service Provider liable for legal action besides termination of Work Package Order(s) and forfeiture of Security deposit.
- 8.15** The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to the work-force engaged by them. Service Receiver shall in no way be responsible for the settlement of such disputes. Service Provider should maintain a record of grievance received from the work force and action taken for settlement.
- 8.16** For all intents and purposes, the Service Provider shall be the “Employer: within the meaning of different Labour Legislations in respect of the work force engaged by the Service Provider by Service Receiver’s site. The work force engaged by the Service Provider to the Service Receiver shall not have any claim whatsoever of “Master and Servant” relationship nor have any “Principal and agent” relationship with or the Service Receiver for the said services.
- 8.17** The Service Provider upon being served with the Work Package Order(s) by the Service Receiver shall obtain all necessary labour license from the Labour Department and all the license shall be valid till the currency of the Work Package Order(s) and shall be extended whenever required.

- 8.18** Any other terms, conditions or clauses not covered in this document shall be in accordance with other statutory rules/acts applicable to DOS/ISRO.
- 8.19** In case of termination of the Work Package Order(s) on its expiry or otherwise, the work-force engaged by the Service Provider shall not be entitled to and shall have no claim whatsoever for any kind of employment in the Service Receiver's establishment and shall be made known by the Service Provider to their work force before being engaged.
- 8.20** The status of the Service Provider shall be that of an independent Service Provider. The Service Provider and its work force performing under this Work Package shall not be the employees of Service Receiver. Neither the Service Provider nor its work force shall be considered as employees of Service Receiver. Such work force has no right for subsequent regularization.
- 8.21** The Service Provider shall not assign, transfer or convey in whole or part, this work/Work Package Order(s) to anyone. The Service Provider shall also not delegate any of its obligations or duties under this Work Package Order(s) to anyone. The Service Provider shall not assign, pledge or collateral, grant a security interest in, create a lien against or otherwise encumber any payments that may or will be made to the Service Provider under this Work Package Order(s).
- 8.22** The Service Provider shall be bound to accept all instructions/directions issued by the focal point or any other person duly authorized by them relating to the execution of the Work Package Order(s).
- 8.23** The Service Provider shall maintain a register for the execution of the work and get endorsement of the same from the focal point of the Service Receiver for having completed the work satisfactorily.
- 8.24** The details of work handled by the work force, Supervisor and establishment should be kept secret and should not be divulged to any person or outside agencies. An undertaking in this regard shall be mandatorily provided by the Service Provider as specified in Annexure B.
- 8.25** The Service Receiver reserves the right to reject any of the work force engaged by the Service Provider, if the present or activity of such work force is detrimental to the interest or discipline or security of the Service Receiver.
- 8.26** The work force once engaged for the Service shall not be changed without the prior concurrence of the Focal Point of the Service Receiver. It is the responsibility of the Service Provider to replace/substitute suitable personnel, in case of discontinuation/termination of the service personnel.

8.27 The Government of India has enacted the Micro, Small and Medium Enterprises Development (MSMED) Act 2006 and the preferences that are extendable to the MSME units including women and SC/ST entrepreneur's as issued by the Government of India from time to time and wherever feasible, will be applicable for this RFP. In order to avail of the benefits extended by the Government of India to Micro and Small enterprises, Service Providers are requested to submit entrepreneur Memorandum Part II duly signed by the General Manager, District Industries Centre or NISC Registration. UdhyaogAadhar, Udhyaam details.

9.0 Financial

- 9.1** Service Receiver shall pay the rates agreed upon to the Service Provider on monthly basis on completion of the assigned work units mentioned in the Work Package Order(s).
- 9.2** The rate(s) mentioned in the Work Package Order(s) shall be firm and fixed during the currency of the Order/Contract.
- 9.3** The Service Provider shall ensure that the remuneration paid to workforce engaged shall not be less than the Minimum Wages fixed by the Ministry of Labour and Employment, Government of India/State Government whichever is beneficial to the workforce engaged.
- 9.4** It may specifically be noted that the bids quoted with unreasonably low prices to undercut or predatory pricing with an intention to obtain the Work Package Order(s) are liable to be rejected by Service Receiver in order to ensure quality.
- 9.5** In case of breach of any conditions under the Work Package Order(s), the Security Deposit shall be liable to be forfeited by the Service Receiver. In addition, the Work Package Order(s) is also liable to be terminated and any amount due to the Service Provider from the Service Receiver is also liable to be appropriated.
- 9.6** In case of partnership firm "power of attorney" should be signed by one person on behalf of others. Any breach of these conditions by the Service Provider in relation to the bidding firm, the tender/Work Package order(s) will be cancelled and security deposit will be forfeited at any stage whenever it is so noticed. The Service Receiver will not pay any damages to the Service Provider. The Service Provider will also be debarred from further participation in the concerned unit of the Service Receiver.

10.0 Submission of Bills and Payment:

- 10.1** The Service Provider's bill shall be submitted before 3rd (third) of every month with due certifications from the LPSC Focal point and approved by GD/Entity chief to the respective Paying Authority with the following components.
- 10.2** Income Tax or any other Tax/Taxes/Fees/Cess/Levy(ies) as applicable and payable by the Service Provider as per rules will be recovered from the monthly bills payable to the Service Provider.
- 10.3** In case the Service Receiver is made liable to pay any statutory liability arising due to the default of the Service Provider in relation to the Work Package Order(s), the Service Receiver shall be entitled to deduct/recover the same from the payment against the Work Package Order(s) due to the Service Provider.

11.0 Safety and Security:

- 11.1** The Service Receiver's premises being a High Security Area, the workforce engaged for the work by the Service Provider, will be required to follow the security requirements such as possessing a valid Entry Pass issued by the Service Receiver and ID Card issued by the Service Provider while entering the campus, maintaining high order of discipline while on duty. It should be ensured by the Service Provider that only Indian nationals between the age of above 18 years and upto 60 years are included in the workforce and they should not have any criminal back ground. Individual Character and Antecedents (Police Clearance Certificate) in respect of the workforce are to be submitted for issue of Entry Pass.
- 11.2** The Service Provider shall take all safety precautions required for the execution of the work. They shall be responsible for any loss or damages caused to Service Receiver's Property/Personnel due to negligence of the workforce and shall make good the losses by the Service Provider at their own cost, failing which cost thereof, shall be recovered from the outstanding/running bills/Security Deposit of the Service Provider.
- 11.3** The Service Receiver shall not be responsible for any damages, losses, claims, financial or other injury to any of the work force engaged by the Service Provider in the course of performing the functions/duties, or for payment towards any compensation. The work force shall adequately be insured by the Service Provider against accidents including loss of life.
- 11.4** The Service Provider shall solely be responsible for any theft, pilferage or misbehaviour committed by any of the workforce while carrying out the Service(s)

and the Service Receiver reserves the right to forfeit the Security Deposit/Running bills/ any outstanding payment to the Service Provider.

- 11.5** In case, the workforce engaged by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Service Provider shall forthwith remove the workforce, in addition, shall take appropriate disciplinary action against such persons under intimation to the Focal point. The Service Provider shall replace immediately any of its workforce who is/are found unacceptable because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from Service Receiver.
- 11.6** The workforce engaged by the Service Provider at the Service Receiver's campus shall not carry any Technical/Electronic Gadgets inside the Service Receiver's Campus and shall follow all security and safety norms as prescribed by the Service Receiver, from time to time.
- 11.7** The Service Provider shall ensure that the work force engaged by them are disciplined and do not participate in any acts prejudicial to the interest of the Service Receiver.
- 11.8** The Service Provider shall solely be responsible for the redressal of grievances/dispute relating to work force engaged.
- 11.9** The workforce engaged by the Service Provider at Service Receiver's campus shall wear uniform dress while they are at work and the colour of the said uniform shall be decided by the Service Provider in consultation with the Service Receiver.

12.0 Joint and several liability

If the Service Provider is a joint entity, consisting of more than one, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Work Package and for any default of activities and obligations.

12.1 Severability:

If any provision of this Work Package Order(s) is determined by a Court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Work Package Order(s).

12.2 Immunity from liability:

Every person who is a party to the Work Package Order(s) is hereby notified and agrees that the State, LPSC and all its employees, agents, successors and assigns are immune from liability and suit for or from Service Provider's activities involving third parties and arising from the Work Package.

- 13.0** Transportation of the work force to LPSC and back shall be the responsibility of the Service Provider.

14.0 Intellectual Property:

The Service Provider agrees that they should not use the Name/logos of the Service Receiver in any manner, including commercial advertising or as a business reference, including ID cards without the approval of the Service Receiver. Any violation will result in cancellation of the Work Package Order(s) including forfeiture of Security Deposit.

15.0 Down Time Compensation:

- 15.1** In case Service Provider fails to complete the required work units specified/month by the focal point, down time compensation @ 0.5% of cost of the non-completed work units will be recovered per week. The quantum of Down Time Compensation to be recovered will be decided by the Service Receiver after assessing the quantum of work units not completed and the decision will be final and binding on the Service Provider.
- 15.2** The Service Provider is responsible to complete the assigned work as specified in the Work Package Order(s) and as required by the Service Receiver and in case of absence of the work force, the successful Service Provider should provide suitable replacement and for this purpose to ensure timely completion and the Service Provider shall keep a panel of work force whose character and antecedents are verified.

16.0 Termination and Short Closing of Contract:

- 16.1** Under the normal circumstances, termination/short closing of the Work Package is not foreseen. However, in case of repeated non-performance of the Work Package, owing to deficiency of service, breach of order conditions or cessation of the

requirement, the Service Receiver reserves the right to terminate the Work Package Order(s) wholly or partially by giving a prior notice of not less than 30 days, without any obligation on its side.

16.2 The Work Package Order(s) is liable to be terminated without notice and the security deposit under the Work Package Order(s) shall be liable to be forfeited in the following circumstances:

- 16.2.1 For the breach of any term, condition or provision of this Work Package Order(s) by Service Provider.
- 16.2.2 In case the Service Provider provides any statement, representation or certification and the same is found false, deceptive or incorrect or incomplete.
- 16.2.3 The Service Provider or any of its work force and agents commits or has committed or engages/engaged in fraud, misappropriation, embezzlement, malfeasance or misfeasance.
- 16.2.4 If the Service Provider terminates or suspends his business without giving prescribed notice.
- 16.2.5 The Service Provider's license or certification is suspended, terminated, revoked or forfeited.
- 16.2.6 If the Service Provider failed to comply with any applicable Law of the land.
- 16.2.7 In the event of sustenance of loss by the Service Receiver due to the premature termination of Work Package Order(s) by the Service Provider, the same shall be recovered from the security deposit.

17.0 Security Deposit

The Service Provider shall guarantee faithful execution of the Work Package Order(s) in accordance with the terms and conditions specified. As a performance security, the Service Provider shall furnish security deposit for 10% of total Work Package Order value for one year in the form of Demand Draft, Fixed Deposit Receipt, Banker's Cheques or Bank Guarantee issued by a Nationalised/scheduled bank as approved by the Reserve Bank of India and shall be valid beyond 2 months from the date of completion of the Contract. In the case of Fixed Deposit Receipt, it should be endorsed in favour of Accounts Officer, LPSC. The Security Deposit shall not carry any interest and shall be returned by the Service Receiver on completion of all the contractual obligations. The security deposit has to be executed within 30 days after the receipt of Work Package Order(s) as per the prescribed format. No extension of the date for submission of the Security Deposit will be entertained by the Service Receiver and failure to submit in time will result in cancellation of the Work Package Order(s).

18.0 Parallel/ Adhoc /Split Work Package Order(s)

Service Receiver reserves the right to enter in to parallel/adhoc Work Package with one or more Service Provider in order to facilitate deployment of work force during the currency of the Work Package for availing the same or similar services. The Service Receiver reserves the right to split the Work Package Order(s), if needed, to one or more Service Provider either equally or in any other ratio, and the Service Provider shall accept such split Work Package Order(s) at the L1 rates.

19.0 Volume of Work:

The requirement of workforce purely depends upon the activities of Service Receiver of the Work Package. The mere mention of the number of work force against this Work Package does not by itself confers any right on the Service Provider to demand that work relating to or any item thereof, should necessarily or exclusively be entrusted to the Service Provider. The Service Receiver reserves the option for allocation of work force to meet the works to be carried out and the Service Provider shall not have any right in this regard. No guarantee can be given as to the define volume of work which will be entrusted to the Service Provider at any time or during the period of the Work Package Order(s).

20.0 Force Majeure Clause:

In case, completion of job is delayed by any circumstances such as acts of god, sabotages, civil commotion, riots, insurrections, revolutions, earthquake, fire, flood or other natural events beyond the control of the Service Provider, which makes his workforce unable to complete the tasks assigned to them in time, then the Service Provider shall give notice within 15 days to the Service Receiver in writing of his claim for an extension of time. The Service Receiver on receipt of such notice after verification if necessary may agree to extend the period of Work Package as may be reasonable without prejudice to other terms and conditions of Work Package Order(s).

21.0 Applicable law, Jurisdiction and Arbitration:

The contract shall be interpreted, construed and governed by the laws in India. In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Work Package Order(s), such dispute/s of difference/s or claim/s shall be settled amicably by mutual consultations of the good office of the respective parties and recognizing their mutual interests attempt to

reach solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation centre – Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the parties. The applicable language for Arbitration shall be “English” only.

Work under Work Package Order(s) shall be continued by the Service Provider during the pendency of arbitration proceedings, without prejudice to a final award in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Service Receiver or unless the matter is such the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

22.0 Submission of Forged documents

If any of the Service Provider submits any forged or false documents along with their tender/Bid, such Tender/Bids will be summarily rejected and such Service Providers will be blacklisted for all future tenders/bids.

23.0 Compliance Statement

The Service Provider shall mandatorily submit the compliance statement as at Annexure along with their tender/bid failing which the said tender/bid will not be evaluated.

24.0 EVALUATION OF OFFERS:

Service providers will be qualified based on the following criteria.

- i. The compliance of all the pre-requisites
- ii. Experience/expertise in execution of work and the ability to provide employees of required qualification & expertise to carryout various technical activities as demanded in Work package.
- iii. Complying with all the Terms and Conditions.

In the absence of non-availability of any of the documents sought for, offer will NOT be considered by the Service Receiver.

25.0 Offer Validity

The offer/bid submitted by the Service Provider shall be valid for a minimum period of One hundred and twenty days (120 days) from the date of opening of the Bids/Tenders.

26.0 JOINT REVIEW TEAM (JRT)

A Joint Review Team (JRT) shall be formed by Service Receiver (with representatives from Service Receiver & SERVICE PROVIDER) to review the progress and clearing the bills submitted by the Service Provider.

DETAILS OF THE SERVICE PROVIDER'S ESTABLISHMENT
(To be provided by the Service Provider with offer)

1	Name of the Service Provider	
2 (a)	Full postal address of the Service Provider	
2(b)	Telephone No.	
2 (c)	Mobile No. (Mandatory)	
2(d)	Fax. No.	
2(e)	E-mail id (mandatory)	
3.	Full Postal Address of operating branch office, if any	
3 (a)	Telephone No.	
3(b)	Mobile No. (Mandatory)	
3 (c)	Fax. No.	
3(d)	E-mail id (mandatory)	
4	Indicate the Organizational status of the Service Provider	1. Society 2. JV Firm 3. Partnership 4. Private Limited Co. 5. Public Limited Co. 6. PSU/PSE 7. Others (please indicate) (Please tick anyone of the above which is applicable)
5.	Act/Rule under which the Service Provider is registered	
6	Registration No. & Date of Registration	
7	Name of the Proprietor/ Manager/ President/Secretary/ Chief Executive with address and contact phone No.	
8	Name of Partners/Shareholders(of privately owned)/Director/ Executives/ Officers of the Service Provider (if required attach additional sheet)	
9	Whether any near relative of the proprietor/Office bearers is/ are working in VSSC/IISU/LPSC, if so details (Please see Para 4.1 of the tender document and fill in Annexure D)	
10	Copy of the Bye-law/Establishment registration Certificate issued by any Governmental Agency	
11	Labour Department Registration No.	

12	EPF Registration No.		
13	ESI Registration No.		
14	PAN No.		
15	Goods & Service Tax Registration No.		
16	Bank Account Details of Service Provider	Banker's Name	
		Banker's Address	
		Bank Account No.	
		IFSC Code	
		PFMS No. (if available)	
17	Whether the Service Provider undertakes any contractual work at any establishments in Thiruvananthapuram other than VSSC/IISU/LPSC. If so, give the details		

Note: 1. If any of the above columns are kept unfilled and not supported by documentary proof, such offer will be summarily rejected by the Service Receiver.

DECLARATION

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

Date: (Signature of Authorised Signatory with Seal)

Place: Name if full:

DECLARATION BY THE SERVICE PROVIDER

(To be provided by the Service Provider with offer
on the letter head of the Service Provider)

1. $l/We,$

Son/Daughter/Wife/Husband of Shri./Smt.

(Proprietor/Partner/Director/Authorised Signatory of the firm), I am competent to sign the declaration and execute this offer.

2. I/We have carefully read and understood all the enclosed terms and conditions and undertake to abide by the same.

3. The details of work handled by our work force, Supervisor and establishment should be kept secret and should not be divulged to any person or outside agencies.

4. 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 our offer at any stage besides liabilities towards prosecution under appropriate law.

Date: _____ (Signature of Authorised Signatory with Seal)

Place: Name if full:

DECLARATION BY THE SERVICE PROVIDER REGARDING COURT CASES
 (To be provided by the Service Provider with offer
 on the letter head of the Service Provider)

I/We, hereby undertake that our establishment do not have any legal suit/criminal case either pending against me/us/partner(s)/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 undertake that our establishment is having the following legal suit/criminal case pending against me/us/proprietor/ partner(s)/Directors in the case of company), of which the details are furnished below:

Sl.No.	Case Number and the details of the Honorable Court	Nature of the Case	Name of the parties involved
1.			
2.			
3.			

Note: Strike out whichever is not applicable.

Date: (Signature of Authorised Signatory with Seal)

Place: Name if full:

PROFORMA FOR NEAR RELATIVE(S) CERTIFICATE*

I,

S/o or D/o Shri./Smt. _____ on behalf
of _____ hereby certify
that

- a. None of my relatives are working in VSSC/IISU/LPSC.
- b. Following relative(s) are defined in Clause 4.1 of the Tender Terms and conditions for work package is/are employed in VSSC/IISU/LPSC.

Sl.No.	Name of the person, Designation, Staff Code No., Organisation

- c. It is also certified that the employee/(s) as above of ISRO has/have no connection/partnership/share-holding or any other business interest in the Service Provider's firm.

In case at any stage, it is found that the information given by me/us is false/correct, the Department/ISRO shall have the absolute right to take any action as deemed fit, without any prior intimation to me/us.

(Signature of Authorised Signatory
Of the Service Provider/Service Provider with Seal)

Date:

Place:

Name if full:

COMPLIANCE STATEMENT

(to be provided by the Service Provider with Eol on their letter head)

Sl.No.	Conditions in Tender/ Requirements	Compliance Yes/No	Explanation Comments	Details of relevant documents attached
1.	The details of Service Provider's establishment in their letter head (Annexure A of Tender document)			
2.	Declaration Form (Annexure B of Tender document)			
3.	Declaration with respect to Court cases, if any pending or being contemplated against the Service Provider (Annexure C to Tender document)			
4.	A declaration inline with "Near Relative" Certificate as at Para 4.1 (Annexure D to Tender document)			
5.	Valid Registration Certificate of Service Provider's Establishment issued by any Governmental Agency			
6.	Details of experienced employee with adequate qualification/experience			

Sl.No.	Conditions in Tender / Requirements	Compliance Yes/No	Explanation Comments	Details of relevant documents attached
7.	The Bye-law/Registration Certificate issued by any Government Agency of such establishment of the Service Provider permitting the permit undertaking of the assigned work			
8.	Labour Department Registration			
9.	EPF organization Registration			
10.	ESI Corporation Registration			
11.	Bank Account Details			
12.	Copy of PAN card			
13.	Copy of the goods and service tax registration certificate			
14.	Acceptance of Clauses from 3 to 25 in the RFP			

Date:

(Signature of Authorised Signatory with Seal)

Place:

Name if full: