

## Tender Details

**Tender No:** LPSC/LVF/2020E0470501

**Tender Date:** 30/06/2020

**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:**

IDT0071960000000000isro05401.pdf

#### **Attachment - II:**

IDT0071360000000000isro05402.pdf

#### **Attachment - III:**

IDT0071360000000000isro05403.pdf

#### **Attachment - IV:**

#### **Attachment - V:**

#### **Attachment - VI:**

#### **Attachment - VII:**

#### **Attachment - VIII:**

#### **Attachment - IX:**

#### **Attachment - X:**

### **Standard Terms and Conditions**

**Standard Terms & Conditions:**

**STANDARD TERMS AND CONDITIONS**

**Instruction to Indigenous Suppliers:**

1.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.

2.Please specify GST percentage, if any, in your offer.

**3.Security Deposit:**

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

**4.Offer Validity:**

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

**5.Liquidated Damage:**

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

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

**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 on 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.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.

5.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.

6.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.

7.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.

8.Bids will not be entertained after the due date and time.

9.The vendors who have submitted the bids before the closing have to give Open Authorization as per schedule after the tender closing date.

10.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

11.Request for the extension of the due date will not be considered.

12.The exact date and time of opening of price bid of successful tenderers will be intimated later.

13.Tender which are not prepared in terms of these instructions are liable to be rejected.

14.Based on the response to the e-Public Tender Notice, LPSC reserves the right to change any milestone date of the tendering activity.

15.LPSC reserves the right to verify all claims made by the bidder.

16. Tender Opening : The Technical and Commercial Bid [Part-I] will be opened on the specified day mentioned in the schedule and in case any further clarification/ discussion are required, such clarification/discussion shall be called for before opening the Price Bid.

17. 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.

18. LPSC, Valiamala, Thiruvananthapuram reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

**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. Goods & Services Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.

3. 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.

4. 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.

(c) 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.

(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.

#### 4. 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.

#### 5. MODE OF PAYMENT:

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

#### 6. 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.

#### 7. 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.

#### 8. 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.

#### 9.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.

#### 10.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.

## Bid Templates

### Compliance matrix to be filled by the party-Page 1 of 2

#### Item Specifications

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Suppliers shall have prior experience in carrying out X-ray quality TIG welding (manual / orbital) for Aerospace /Aviation/ Defense/Nuclear establishments			
2	Contract is for a period of 2 years and extendable by another 1 year based on satisfactory completion and mutual consent at the end of 2nd year, after review and Department approval			
3	Service provider shall carryout tasks related to Manual/Orbital TIG welding of Control system package elements and Control components and other elements made out of Stainless Steel materials, in various TIG welding facilities at LPSC, Valiamala, for a period of 2 years.			
4	Activities involves manual			

	<p>/ orbital TIG welding of Stainless Steel tubing, manifolds, flanges and pressure vessels of size ranging from 6mm OD x 1.0 Wall thickness to 85 mm OD x 5mm wall thickness with X-ray quality in 1G &amp;5G positions and plates in 1F, 2F &amp; 3F positions.</p>			
5	<p>The joint configuration is Butt / Lap / Fillet / Socket and all weld joints shall be subjected to NDT by LPSC as a part of weld acceptance as detailed in serial no. 2 of RFP document</p>			
6	<p>The major activities that are to be carried out by Service provider during the course of TIG welding are Part Preparation, Pre-weld operations, TIG welding, Post Weld operations, Post NDT operations on welded parts, Periodical welder evaluation tests as per LPSC guidelines, PQR generation of weld joints, Any other activity as called for. (Serial nos. 2.1 to 2.7 of RFP)</p>			
7	<p>Service providers responsibilities as listed in 3.1 to 3.11 of RFP document</p>			

8	LPSC responsibilities as listed in 4.1 to 4.5 of RFP document			
9	Work description and Man hour requirement as per 5.1 to 5.4 of RFP document.			
11	Major responsibility of ITI Technicians from SERVICE PROVIDER as per table-1 of RFP document (page 7 & 8)			
12	Work description and man hour requirement for ITI technicians as per table-2 of RFP document (page 8 to 11)			
13	Working hours: 8.45 hrs to 17.15hrs (Monday to Saturday, 8 hours with ½ hour lunch break). Depending on exigencies, service provider may have to position man hour beyond the above working hours and on holidays.			
14	Qualification criteria:ITI Technician- - ITI Welder with minimum of two years TIG welding experience in position welding with X-ray quality in aerospace/defence/ nuclear/similar establishments			
15	During the period of contract, in case of any			

	attrition in qualified personnel, the contractor shall take advance actions to induct suitable personnel duly concurred by LPSC.			
16	LPSC has the right to cross verify the activities carried out by the service provider's personnel at any time			
17	Service provider has to perform the activities on real-time basis after the receipt of work instructions from LPSC. Work shall be completed as per priority order determined by LPSC			
18	Payment shall be made each month on pro-rata basis after successful completion of work, duly certified by focal point and approved by approving authority as per clause 9 of RFP page 12			
19	TIG welding activities demands use of proper PPEs and same will be provided by LPSC for persons engaged in these activities as detailed in clause 11, page 12 of RFP			
20	The welders deputed for work shall be Indian nationals only of age above 18 years. Police			

	verification of welders deputed against the work contract shall be the responsibility of the party and same shall be submitted to Administrative officer, LPSC for issuing entry pass on placement of purchase order as per details in clause 12.1 to 12.4 of RFP.			
21	The personnel employed shall be employees of the SERVICE PROVIDER and LPSC has no responsibility towards the SERVICE PROVIDER's employees as per clause 14 of RFP			

**Compliance matrix to be filled by the Party- Page 2 of 2**

**Item Specifications -II**

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
22	General terms and conditions as per clause 15.1 to 15.8 of RFP (page 13 & 14)			
23	Security deposit shall be provided by service provider as per clause 16 of RFP (page 14)			
24	Liquidated Damages as per clause 17 of RFP (page 14)			
25	FORCE MAJEURE as per			

	clause 18 of RFP (Page 14)			
26	Grievance Redressal And Arbitration as per clause 19 of RFP (page 15)			
27	TRANSFER OR SUBLETTING OF CONTRACT as per clause 20 RFP (page 15)			
28	Short closing / Termination of the contract as per clause 21 of RFP (Page 15)			
29	Applicable Law as per clause 22 of RFP (Page 15)			

**Document Solicited from Vendor**

**Attachment 1:**

**Attachment 2:**

**Vendor Specified Terms**

Description	Vendor Terms
Taxes and other costs, if any	
Delivery Period	
Delivery Terms	
Payment	
Validity	
Order to be placed in favour of (Contact address to be provided along	

with Phone no, e-mail id and Fax No.):	
Any other terms	
Liquidated Damage: The time and the date of delivery stipulated in the PO shall be deemed to be the essence of the order and delivery must be completed not later than the date specified therein as otherwise LPSC shall have the right to recover a sum @0.5% for each week or part of week during which the delivery of the item in whole or part remained undelivered subject to force majeure, with a maximum ceiling of 10% of Order Value.	
Security Deposit: You shall submit a security deposit @ 10% of order value obtained through bank guarantee or fixed deposit receipt from any of the scheduled/ nationalized banks executed on non- judicial stamp paper of value of Rs 200/-, and valid for a period of 60 days beyond the date for completion of the purchase order. The amount retained as SD will be refunded after the purchase order is successfully executed in all respects.	

### Supporting Documents from Vendor

**Attachment - I:**

**Attachment - II:**

### Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
WORK CONTRACTS Outsourcing of Manual/Orbital TIG Welding Activities of Control System Package Elements	-	9600	Hours	-	-



and Control Components of Earth Storable and Cryogenic Stages					
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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.

### Bill of Materials

List of Items Included in the Offer

Sr.No	Item Description	Quantity	UOM
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Add As Many Rows You Want To Add

Note: Add enough rows before starting Data Entry. Remember to Save, before clicking ADD button.  
Unsaved Data will be Lost.

### Bill of Materials with Indicative Price

Price mentioned here is for information only. The Offered Price to be shown in Price Bid

Sr.No	Item Description	Quantity	UOM	Currency
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Add As Many Rows You Want To Add

Note: Add enough rows before starting Data Entry. Remember to Save, before clicking ADD button.  
Unsaved Data will be Lost.

**Supporting Documents related to price bid**

**Attachment - I:**

**Attachment - II:**