Dear Sirs,

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of Items with Specifications</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Development of E-Learning/digital contents for “Applications of Remote Sensing and Geoinformatics” (Hours may increase/decrease) (Detailed Specifications as per annexure enclosed)</td>
<td>HRS.</td>
<td>80</td>
</tr>
<tr>
<td>2</td>
<td>3D basic animation (3D look Object/Character based animation (equivalent to 2.5D for GIS)) (10 seconds each)</td>
<td>NOS.</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>3D advanced animation (3D Modelling, Lighting Effects, Texture and Rigging) (10 seconds each)</td>
<td>NOS.</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Integration of Developed e-learning contents with Web based Learning Management System (LMS) (Detailed Specifications as per annexure enclosed)</td>
<td>JOB.</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Maintenance and Warranty (Detailed Specifications as per annexure enclosed)</td>
<td>JOB.</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Sample development (New vendors) (Detailed Specifications as per annexure enclosed)</td>
<td>JOB.</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Optional Items: Rate contract, Additional Screens (1 e-learning Screen (90 Seconds) (Detailed Specifications as per annexure enclosed)</td>
<td>NOS</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Optional Items: Rate contract, 10 Second 2D Level 3 (Text based) animation</td>
<td>SEC.</td>
<td>10</td>
</tr>
<tr>
<td>9</td>
<td>Optional Items: Rate contract, 10 Second 2D Level 3 (Image based) animation</td>
<td>SEC.</td>
<td>10</td>
</tr>
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<td>10</td>
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<td>10</td>
</tr>
<tr>
<td>11</td>
<td>Optional Items: Rate contract, 10 Second 3D Level 3 (3D Modelling, Lighting Effects, Texture and Rigging) animation</td>
<td>SEC.</td>
<td>10</td>
</tr>
</tbody>
</table>

DELIVERY AT: IIRS

MODE OF DELPATCH: DOOR DLVRY

DUTY EXEMPTIONS: NIL

SPECIAL INSTRUCTIONS: NIL

SPECIFIC TERMS: 

V.V. NARAYANAN KUTTY
PURS. & STORES OFFICER
For and on behalf of the President of India
The Purchaser
Development of E-Learning/digital contents for “Applications of Remote Sensing and Geoinformatics” (Detailed Specifications as per annexure enclosed)

3D basic animation (3D look Object/Character based animation (equivalent to 2.5D for GIS)) (10 seconds each)

Integration of Developed e-learning contents with Web based Learning Management System (LMS) (Detailed Specifications as per annexure enclosed))

Integration of Developed e-learning contents with Web based Learning Management System (LMS) (Detailed Specifications as per annexure enclosed)

Maintenance and Warranty (Detailed Specifications as per annexure enclosed)

Sample development (New vendors) (Detailed Specifications as per annexure enclosed)

Optional Items: Rate contract, Additional Screens (1 e-learning Screen (90 Seconds) (Detailed Specifications as per annexure enclosed

Optional Items: Rate contract, 10 Second 2D Level 3 (Text based) animation

Optional Items: Rate contract, 10 Second 2D Level 3 (Image based) animation

Optional Items: Rate contract, 10 second 3D Level 3 (3D look Object/Character based animation (equivalent to 2.5D for GIS)) animation

Optional items: Rate contract, 10 Second 3D Level 3 (3D Modelling, Lighting Effects, Texture and Rigging) animation

1. This system through time-tabled phenomena of the system a work schedule. It always appears that these mutual aspects of the system may be done by the various. These aspects are the main technical aspect of the annexure. The phenomena of the system may be done in various parts of the annexure (schedule) (.)
Development of E-Learning/digital Contents for "Applications of Remote Sensing and Geoinformatics" As per detailed technical specifications given below.

The total work will be completed in two phases (80 hrs per phase) during 2016-2017 and 2017-2018.

1- E-Content development for Lectures
- Level of interactivity - Level 3 compatible with desktop and mobile platforms (Android/iOS/Windows)
- Video based contents generation using lecture videos, lab & field experiments and other recorded videos.
- Technologies permitted: Flash / Javascript / Silverlight/HTML5/mobile compatible multimedia
- 1 hour of developed e-learning material must contain a minimum of:
  - 60 screens (equivalent of 90 minutes of learning time for normal learner from the input of 30 power point slides) i.e., each e-learning screen is of 90 seconds approximately.
  - 5 nos. 2D Level 3 (2 nos. Text based + 3 nos. Image based) animation (10 seconds each)
  - Text & Image based interaction along-with professional voiceover and interaction elements (4 nos. self-assessment, quiz, etc.)

- The total learning hours are tentative. The base rates quoted must be valid for three years. The payment will be made as per actual content developed by the vendor.
- The development content template should consists of presentation materials and icons/ hyperlinked buttons for different options such as: Glossary, search, notes, show synchronized audio text, audio on/off button /Self-Assessment module with multiple choice questions (or quiz), Grade book Play forward/ backward/ pause options, Menu/ Table of contents (collapsible/tree structure) and go to option for the student to go to any part of the lesson.

2- 3D animation
- 3D basic animation (3D look Object/Character based animation (equivalent to 2.5D for GIS)) (10 seconds each)
- 3D advanced animation (3D Modelling, Lighting Effects, Texture and Rigging) (10 seconds each)

3- Integration of Developed e-learning contents with Web based Learning Management System (LMS)
- IIRS is already having customized LMS based on MOODLE. The vendor has to upgrade existing LMS and integrate new e-learning contents with this as per the requirement. The courses will be customized and created as per user's requirements.
- LMS needs to made compatible with mobile platform using Moodle mobile app or any other customized mobile app.
- The vendor should also update IIRS e-learning web portal contents (web pages) and create new pages as per the course requirement.

4- Maintenance and warranty
- Warranty on e-learning contents and LMS eLearning portal (24 x 7 basis) for 1 year with no additional cost to IIRS and annual maintenance cost for another five (05) more years. Vendor must quote Per year maintenance cost.
- Warranty (first year)
- Annual Maintenance for another 5 years.

Note: Warranty /AMC will also include contents updations and upgradation of LMS and server technology whenever it is required.
5- Sample development (New vendors)
- Sample e-learning Content has to be developed as per the required specifications at no cost to IIRS. The sample content is for one hour video lecture consisting of 25 no. of slides and lecture notes of 6 to 8 pages. The sample should be representative of the quality of work which will be finally delivered. There should be a minimum of 2 nos. 2D animation and all features as mentioned in S. No. 1 and Annexure 1.
- The sample e-learning content and the LMS web portal consisting of online registration, record keeping of participants, learning (self-based and instructor led), online assessment and collaborative learning etc., to be made available to IIRS.
- Web link is to be provided for checking / evaluating it. The same can also be submitted along with technical bid evaluation.

Note: Earlier technically qualified vendors for IIRS e-learning contents development need not to develop sample contents.

6- OPTIONAL ITEMS: Rate contract

Multimedia content development requires updation / modification subsequent to the initial development. It is therefore proposed to take unit costs for the different type of content development, as per the following list.

(1) Additional screens
(2) 10 second 2D Level 3 (Text based) animation
(3) 10 second 2D Level 3 (Image based) animation
(4) 10 second 3D Level 3 (3D look Object/Character based animation (equivalent to 2.5D for GIS)) animation
(5) 10 second 3D Level 3 (3D Modelling, Lighting Effects, Texture and Rigging) animation.

Vendor to submit samples of each type along-with technical bid. The final billing will be based on actual.
1. JOB DESCRIPTION

- IIRS invites quotations for development of e-learning/digital contents for Application of Remote Sensing and Geoinformatics and its integration to existing e-learning portal (http://elearning.irs.gov.in) and LMS based on Moodle and open source software technologies as a Knowledge portal. The quotation also include maintenance and updation and maintenance of IIRS e-learning web portal for additional five years. The developed contents must be desktop and mobile compatible (Android/iOS/Windows).

2. Requirements

   There are primarily 2 requirements to achieve our goal:
   1. Easy to learn e-learning Content Development for applications of Remote Sensing and Geospatial technologies;
   2. Integrations of the contents with existing e-learning portal based on Moodle and open source software technologies.

3. Type of E-Learning Content development

   IIRS, since beginning is involved in capacity building in transferring technology in remote sensing and Geoinformatics, focusing in training and education at postgraduate level. In addition, IIRS has gained lot of experience in conducting satellite based Distance Learning Program in the last nine years. IIRS is already running e-learning based online courses of different durations through its e-learning web portal http://elearning.irs.gov.in. The existing e-learning courses are for Remote Sensing, GIS and GNSS technologies. Now it is proposed to launch the e-learning based courses on Application of Remote Sensing and Geo-spatial technologies. The application area may include Forestry and Environmental studies, Water Resources, Geosciences applications, Urban and regional studies, disaster management, Agriculture and soil science related studies etc. The e-learning contents must be dynamic, learner centric and self-paced content by using various multi-media technologies, internet streaming with Web 2.0 and related technologies.

   The integration of different video lectures, practical demonstration and field exercises are also part of this e-learning content development.

   The original contents will be in English language but provision must be given to convert these contents (Text, audio, video and other graphics) in other languages like Hindi and other regional languages of India.
   - 2D and 3D animation in the presentation material
   - Interesting layouts with Multimedia effects
   - Professional Voice over (in neutral English accent)
   - Professional anchor (if required)
   - Outdoor/Indoor shoots (Videos/images)
   - Domain expertise
   - Video clips, wherever required

   Note: (All the above mentioned elements have to be used creatively keeping the aesthetic aspects which ultimately invite the target audience to visit our website and hold the attention)

   The e-learning contents once developed will be hosted at IIRS servers for which all the hardware, software and network requirement will be provided by IIRS. The vendor has to provide full configuration requirement in advance before submitting the contents to the IIRS for hosting.

4. Web Based Learning Management System

   IIRS, running the e-learning courses IIRS has already develop Moodle based Learning management System with e-learning portal. The existing LMS is based on Shareable Content Object Reference Model (SCORM). The new contents will be created based on latest SCORM standards using latest version of Moodle. The additional plugin or add-on configuration in Moodle will be responsibility of the vendor. The vendor has to provide full documentation and training on Moodle administration for e-learning contents and courses.

   The broad specifications of web portal for hosting of LMS and IIRS e-learning program will include:
   - The web 2.0 technology with AJAX and other asynchronous based systems need to adopted for better user experience. The new web portal with icon based design will be developed in open source software technologies like PHP, XML, JavaScript, MYSQL/PostGreSQL, Drupal etc. The source code with a proper documentation needs to be submitted to IIRS after completion of the project.
   - The vendor should not use any images or example from outside India. The issues related to Intellectual Property Rights (IPR) and copy right needs to be handled very carefully.
   - The satellite images, maps, tables and contents should be taken from IRS satellite or from case studies of ISRO or from India only.
   - The web portal must have functionality such as transcription, animation, supporting material, reference/Bibliography, keywords, search mechanism etc.
   - The web portal should have a proper data security mechanism, data and contents backup and recovery system, content updating and management system (like a Wiki concept), configuration of web portal in active-active failover mode (to ensure 24X7 availability of the system).
5. Course Contents
The objective of the course is to provide an opportunity for individuals to learn Applications of Remote Sensing and Geospatial technologies for the benefit of their professional career. As a part of the course the individuals are allowed to learn the basic concepts and understanding of remote sensing and Geoinformatics through series of lessons, tutorials, hands on exercises, interactions and group discussions etc. The following subjects are considered as part of development of e-learning contents and courses of different durations of following discipline.
- Forestry, Ecology and Environmental applications.
- Water Resources and Hydrological applications.
- Geoscience and geotechnical applications.
- Disaster and Emergency management.
- Agriculture and soil Science application.
- Urban and regional Planning studies.
- Marine and atmospheric Sciences.
- Land use planning and Management.
- Applications of space technologies (Earth observation, Navigation and Communications).

Note: (1) The above list is tentative. Likely to be changed, if decided by the subject experts. The detail syllabus will be provided to the identified vendor after the finalization of the tender.
(2) The vendor shall employ a subject expert, if deemed necessary, at no additional cost to IIRS. All material, help and guidance will be provided by IIRS. The vendor shall not resort to merely embedding the lecture video into a FLASH/SCORM module. The vendor shall convert the given content into transcripts/story boards and get it verified from the subject expert at IIRS before converting to FLASH/SCORM module. All templates, story boards, FLASH/SCORM project files etc. used will be part of the deliverables.
(3) All the contents and source code developed under this project will be property of IIRS with full copyright. Vendor has to submit original source code with full documentation to IIRS after completion of the project.

6. QUANTUM OF JOB
The proposed course will have the following number of contact hours in e-learning format.

<table>
<thead>
<tr>
<th>Proposed E-Learning Course</th>
<th>Applications of Remote Sensing and Geospatial technologies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration of the Course</td>
<td>1 month and 4 Months</td>
</tr>
</tbody>
</table>
| Lecture hours of contact based courses to be used for E-Learning content development | 80 eLearning hrs.
  |                                             | Each e-learning lecture hour would ideally contains 60 slides/storyboards and should include multimedia based PPTs/content development, Audio/voice over & images, self-assessment tests/activities/quiz and supporting material like references, glossary etc. A minimum of 5 nos. of 2D animation would be part of each e-learning lecture hour. |

| Practical Lab content development for software/ application demonstrations and practice & Field equipment demonstrations | The e-Learning contents will also include lab demonstrations for software and application, field video coverages with edited videos and animations. The vendor has to provide separate costing for this activity if required. These contents will be made compatible with eLearning contents by integration with LMS. Wherever required the audio of these videos will be recorded by the professionals with edited transcript. Vendors are required to quote unit rate i.e. per hour basis. |

TENDERING PROCESS
This will be a two part tender i.e. Technical bid and Commercial bid which will be submitted by the vendors in two separate sealed envelopes. Technical bids should contain technical specifications confirming our requirements. The technical bid also should include submission of the following material:
1. E-Learning content development for one e-learning hour on Applications of Remote Sensing. Supporting lecture material may be taken from IIRS.
2. LMS in MOODLE environment with sample registration facility. The web portal address consisting of e-learning sample content including animations of 2D/3D, the learning template etc. to be provided along with technical bid.
3. Documentary evidence for selection/pre-qualification (as per Annexure II).
4. The earlier technically qualified vendors for similar work (last tender) for IIRS may be considered technically qualified after reviewing their proposal.

The commercial bid submitted in the separate envelop should consist of quote for each item mentioned in this tender document. IIRS will not pay for the sample content development, but rather use it to evaluate the technical bids.
The commercial bid should be per hour cost basis including integration with IIRS LMS and e-learning portal. Separate pricing for maintenance and update of IIRS e-learning portal and LMS need to be quoted on per year basis.

PROJECT SCOPE & CONDITIONS

1. Develop easy to learn, learner centric, active learning contents.
   a. Vendor will deploy a coordinator and also multi-media expert at IIRS during entire project duration for successful implementation of the project.
   b. Vendor may use the available content with IIRS/DECU/ISRO (video and presentation).
   c. It is desirable that the vendor should have theme experts for different discipline mentioned in S. No. 5 using RS & GIS technologies.
   d. The developed content MUST be latest version of SCROM compliant (XML based).
   e. Expert from IIRS will evaluate and sign off each of the modules final content to be hosted by LMS.
   f. All e-learning content must be in English language transcript but system must have a provision to translate the contents in other languages also (without re-creation of the contents).
   g. The number of slides and animation duration mentioned in quantum of job system is indicative. The payment will be made on actual basis. Some sessions may require more or less number of slides/animations. Vendor has to be transparent about the pricing and development processes. Only fresh/new animations are counted for pricing - any repeated animation fully or partially in any lecture once will not be counted again.

2. Develop and setup Moodle LMS with all necessary modules and payment gateway.
   a. Vendor has to provide complete code for the setup including associated libraries.
   b. Setup the aforesaid course.
   c. Upload all content.
   d. Implement Web 2.0 features such as discussion boards, chat, group collaboration for project work, integration with social platforms (if required).
   e. Setup interactions and assessments.
   f. Setup certification module.
   g. Modifying and skinning of LMS to match IIRS E-Learning web portal.
   h. Support for all resolution & all browsers. The vendor must ensure that the portals and its contents are compatible to mobile devices and tablets.

3. Testing and deployment on IIRS servers.
4. Training IIRS staff on using LMS (including adding SCROM content, managing modules on LMS, etc.)
5. Maintenance, backups and warranty of the product (minimum 5 year).
6. Text search functionality also to be implemented.
7. No content from internet or other sources to be used without prior approval. Content to be developed ONLY from the material supplied by IIRS in form of slides, lecture notes and videos (if available).
8. All material will be the copyright and intellectual property of IIRS/ISRO. Users must not be allowed to download the content. The e-learning content should be watermarked with IIRS logo.
9. As far as possible, content from DECU (ISRO) & IIRS to be used. Examples of satellite imagery have to be from Bhuvan or Indian satellite products.
10. The vendor will build the product, operate it (5 year from the date of commissioning) and transfer at the end of the operation period. Vendor need to place a technical person at IIRS, if it is decided to host at IIRS.
11. The identified vendor will be asked to complete 1 subject topic (like applications of Remote sensing for Agriculture) in all aspects covering eLearning, LMS development and web portal deployment etc. The same will evaluatet for the quality of the output by the expert committee constituted by IIRS. If satisfied the vendor will be asked to continue, else IIRS will have the right to terminate the job not satisfying with the quality of the work done by the vendor.
12. The payment will be made at the successful completion of each part and certification by IIRS.
13. For storyboarding and instructional design, the vendor must have 2 subject experts or hire, for quality production and timely completion.
14. The base price for e-learning content development should be valid for another 2 years. However the taxes can be revised as per new guidelines from GOI, so that it can be used as rate contract.
15. At present the requirement is as above. However, it may vary (increase/decrease). IIRS reserves the right to place the order/make payment accordingly.

PROJECT TIMELINE
The project HAS TO BE LIVE by 15th August 2017 or at any further date - as specified by IIRS. Parties willing to work in strict timelines and having adequate project management and delivery staff need apply. The detailed project planning and management processes needs to be mentioned in the technical bid.
Annexure II

ndor qualification criteria

1. Must have atleast 500 hours of e-learning content development experience in past 3 years
2. Must be a be a registered company as per Companies Act, 1956, in operation continuously for the last 5 years
3. Must have a total annual turnover during the last 3 financial years (2013-14, 2014-15 and 2015-16) should be a minimum of 1 Crore.
4. Must enclose relevant certificates for payment of service tax
5. Must submit an undertaking that they have not been black listed currently and in the past three years in any Central/State government ministry/department/Public Sector Undertaking (PSU)/government Bank.

ndor must submit documentary evidence for the above with the technical bid.
Bill of Material

Vendors has to submit commercial bid in following Bill of Material only.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Task</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate per unit (Rs)</th>
<th>Total (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Development of e-learning content for &quot;Applications of Remote Sensing and Geoinformatics&quot; as per the detailed specifications given in the tender document</td>
<td>Hrs</td>
<td></td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>3D basic animation (3D look object/character based animation) equivalent to 2.5 D for GIS (10 sec each)</td>
<td>No</td>
<td></td>
<td>25</td>
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<td>3D advanced animation (3D modeling, lighting effect, texture and rigging) (10 sec each)</td>
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<tr>
<td>4</td>
<td>Integration of developed e-learning contents with web based learning management system (LMS)</td>
<td>Job</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Warranty on e-learning contents and LMS learning portal (24X7 basis) for 1 year with no additional cost to IIIRS</td>
<td>Job</td>
<td></td>
<td>free</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>Annual Maintenance for another 5 years</td>
<td>Job</td>
<td></td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Total

Optional Items

<table>
<thead>
<tr>
<th>S.No</th>
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<th>Rate per unit (Rs)</th>
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<td>1</td>
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<tr>
<td>6</td>
<td>Additional item quoted</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SPECIAL TERMS AND CONDITIONS FOR SUBMITTING TWO PART BID

1. This is a two part tender viz., Techno-Commercial Bid (consisting of Technical Specifications, Commercial terms & condition etc.) and Price Bid. Hence, quotation should be submitted in separate sealed covers super-scribing "Tender No. GIRS-2016-000248-01, Due on 15.12.2016 at 1500 hrs. (Techno Commercial Bid) and Tender No. GIRS-2016-000248-01, Due on 15.12.2016 at 1500 hrs. (Price Bid).

2. Both the sealed tenders (Techno commercial & Price bid) should be kept in one big cover super scribing Tender for Development of E-Learning etc against Enquiry No. GIRS-2016-000248-01, Due on 15.12.2016 at 1500 hrs. and put in the Tender Box available in Security Gate, IIRS or send by post within the due date and time prescribed.

3. Only Techno Commercial bid will be opened on the date of tender opening. The price Bids of those tenderers whose Techno Commercial Bids are found to be meeting our specifications / requirements will be opened in the presence of attending tenderers at the date and time to be notified later.

4. The Techno-Commercial Bid should have technical & commercial details only. No price should be quoted in the Techno-Commercial Bid.

5. The Technical Evolution of the Vendor will be based on specification provided in Technical Bid and also presentation in front of IIRS Technical Evaluation Committee.

6. Tenderer can download the tender documents from Website (www.iiirs.gov.in).

7. Late & Delayed Tenders will not be acceptable.

8. Fax/e-mail offers shall not be considered.

9. All the pages of your offer should be signed/initialed by competent authority and affixed with your company’s seal.

10. EMD of Rs. 3,00,000/- to be submitted along with the quotation in the form of Crossed Demand Draft drawn on any Nationalized / scheduled bank in favour of Pay & Accounts Officer, IIRS, payable at Dehradun. Quotation received without EMD will not be considered. The EMD of unsuccessful bidder will be returned after finalization of order.

Purchase & Stores Officer
INSTRUCTIONS TO TENDERERS

1- Tenders should be sent in sealed envelopes superscribing the relevant tender No, and the due date of opening. Only one tender should be sent in each envelope.

2- Late tenders and delayed tenders will not be considered.

3- Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.

4- As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

5- a) Your quotation should be valid for 90 days from the date of opening of the tender.

b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

6- Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.

7- (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.
8. 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.

9. 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.

10. 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.

11. 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.

12. 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 repurchase 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) 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 dispatched. The consignment should be dispatched 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 dispatch 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 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:**

   (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 authorize 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 repurchase 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. PAYMENT:

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

13. MODE OF PAYMENT:

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

14. 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.

15. 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.

16. 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. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

17. 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.

18. 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.

Purchase & Stores Officer