

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
INDIAN INSTITUTE OF REMOTE SENSING (IIRS)  
DEHRADUN**

**Tender for Annual Maintenance Contract & Upgradation of Drupal based Web portals and Moodle based Learning Management Systems**

**Bids to be submitted online**

**Tender No.: IIRS/Purchase and Stores Section/GI202200001801 dated 29-07-2022**

## **A. Tender Details**

Tender No : **IIRS/Purchase and Stores Section/GI202200001801**

Tender Date : **29-07-2022**

Tender Classification: **SERVICES**

Purchase Entity : **Purchase and Stores Section**

Centre : **INDIAN INSTITUTE OF REMOTE SENSING (IIRS)**

### **Annual Maintenance Contract & Upgradation of Drupal based Web portals and Moodle based Learning Management Systems**

Annual Maintenance Contract & Upgradation of Drupal based Web portals and Moodle based Learning Management Systems

#### **A.1 Tender Schedule**

Bid Submission Start Date : **29-07-2022 11:30**

Bid Clarification Due Date : **18-08-2022 16:00**

Bid Submission Due Date : **22-08-2022 14:00**

Bid Opening Date : **22-08-2022 15:30**

Price Bid Opening Date : **16-09-2022 10:00**

## **B. Tender Attachments**

### **Technical Write-up/Drawings**

**Document : Scope and Terms & Conditions**

### **Instructions To Vendors**

#### **1. Instructions to Tenderers and General Terms and Conditions- Public Tender**

1. 1.10 Public Tender documents will be also be uploaded on the IIRS website, [www.isro.gov.in](http://www.isro.gov.in) and CPP Portal. Interested Tenderers may download the tender documents from website and submit their offers as per details mentioned in the Tender Notification.

2. The Bidder shall mandatorily submit the copy of valid Registration Certificate issued by DPIIT along with the tender without which the offer will be treated as invalid. Requirement of Registration: Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade [DPIIT]. Hence, Bidder or Agent from a country sharing border with India shall mandatorily submit the copy of valid Registration Certificate registered with DPIIT along with the tender, without which the offer will be treated as invalid. a) OM No. F.No.6/18/2019-PPD dated 23/07/2020 issued by Dept. of Expenditure, Public Procurement division. Undertaking to be given as below: 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.' (Wherever applicable, evidence of valid registration by the Competent Authority shall be attached). b. Any amendment/modifications issued by Govt. of India w.r.t to above OM's shall also be complied.

3. 1.11 If the tender opening date happens to be on an unidentified Holiday due to any reasons, including Force Majeure, tender[s] shall be opened on the next working day.

4. 1.12 Tenderers shall submit quotations through online or offline as the case may be. The Tender shall be complete in respect of all technical specifications, instructions, drawing, pamphlets and catalogues, as per the tender document. Failure to furnish all information as per the requirements of the tender document and submission of bid not substantially responsive to the tender document shall render the tender liable for rejection. Any/All Bids by way of Fax/E-mail unless called for shall not be accepted.

5. 1.13 Tenderers shall quote Prices in Indian Rupees Only for Indigenous Stores in accordance with

the Price Template.

6. 1.14 All available technical literature, catalogues, Original Equipment Manufacturer Certificate [OEM] and other data in support of the specifications and details of the items should be furnished along with the offer wherever necessary.

7. 1.15 Samples, if called for, should be submitted free of charges by the Tenderers and Indian Institute of Remote Sensing [IIRS] shall not be responsible for any loss or damages thereof, due to any reason whatsoever. In the event of non-acceptance of tender, the Tenderer will have to remove/take away the samples at his own expenses.

8. 1.16 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.

9. 1.17 The Price quoted must be firm and should indicate quantity wise unit rate separately which have to be filled online. The percentage of GST where legally leviable and intended to be claimed shall be calculated and indicated in the column provided in online forms explicitly.

10. 1.18 All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, the amount quoted in words shall prevail over the amount mentioned in figures. The Bid and the prices quoted shall remain valid for three calendar months initially from the date of the bid opening. A bid valid for a shorter period shall be rejected by Purchaser as non-responsive.

11. 1.19 The Tenderer should provide along with his tender the name of his Bankers, Account details if required by Indian Institute of Remote Sensing [IIRS], Dehradun.

12. 1.20 Indian Institute of Remote Sensing [IIRS] reserves the right to place order on the successful Tenderers for additional quantity at the rates quoted or as mutually agreed for a period up to 18 months from the date of release of original order.

13. 1.2 Registered Tenderers or Tenderers who have already applied for Renewal of Registration, Central PSUs/PSEs/Autonomous Bodies, Micro, Small and Medium Enterprises or any other authority are exempted from the payment of EMD/Bid Security. MSEs are only entitled for [a] issue of Tender documents Free of Cost [b] Exemption of Earnest Money Deposit [EMD] against production of a valid Udayam Certificate or any other registration certificate provided by any other Body specified by Ministry of MSEs. However, for MSEs Performance Security is mandatory for Goods and Services and policy does not provide benefits for Exemption from Performance Security.

14. 1.3 The intending Tenderers are advised to read the Technical specifications, terms and conditions and other details carefully relating to the work contemplated in the Bid document and fully acquaint

themselves as to all conditions and matters which may in anyway affect the work or cost thereof. The Tenderer shall be deemed to have known the nature, scope and magnitude of the work. Tenderer should bid only if he considers himself eligible and if it is in possession of all documents required as per the tender. The intending Tenderers are required to bid after carefully examining all instructions, eligibility criteria, forms, terms standards and specifications as per the tender document with full understanding of its implications.

15. 1.4 If the Tenderer is found ineligible after opening of tenders, his tender shall become invalid ipso facto, and costs of the tender document if any and processing fees as applicable shall not be refunded. Offers which are not in compliance with the tender conditions will be rejected without assigning any reasons thereof. Failure to furnish all requisite information or and/or documents shall result in repudiation of the Offer. Notwithstanding the foregoing, Indian Institute of Remote Sensing [IIRS], Dehradun reserves the right to assess the capability of the Tenderer to perform the contract keeping in view the overall interest of IIRS. In the event, if the Tenderers capability and capacity are found to be unsatisfactory; IIRS reserves the right to reject the bid, without assigning any reasons thereof.

16. 1.5 Any neglect or omission or failure on the part of the Tenderer in obtaining necessary information as stated above or in any other matter affecting the Tenderer shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid documents.

17. 1.6 Predatory Pricing: The Vendor[s] shall specifically take note that Predatory Pricing will not be accepted and such Bids not meeting even the Basic Cost of input i.e., quoting unreasonably low prices to undercut and obtain the Contract are liable to be ignored/rejected. In order to obtain Quality, Products/Services the assessment of the Purchaser about the Predatory Pricing will be final.

18. 1.7 All requirements stated herein below are a minimum and IIRS reserves the right to request for any additional information and also reserves the right to reject the proposal of any Tenderer, if in the opinion of IIRS, if the qualification or data is incomplete or if the Tenderer is found not qualified to satisfactorily perform the contract. The Tenderer shall bear all costs and expenses associated with preparation and submission of bid including post bid discussions, technical and other presentations and IIRS will in no case be responsible or liable for such costs, regardless of the outcome of the bidding process. The Tenderer shall also not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with the submission of the Bid or its consideration by IIRS even though IIRS may elect to modify or withdraw the invitation to Bid or not to accept the Bid.

19. 1.8 At any time prior to the deadline for submission of bids, IIRS may for any reason on his own initiative modify the bidding document by amendment. The amendment will be notified in writing or by fax or e-mail to the prospective Tenderers or uploaded online on the website. IIRS shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Notwithstanding the

above, IIRS may at its discretion extend the deadline for submission of bids in order to afford reasonable time to prospective Tenderers to consider the amendment in preparing the bids.

20. 1.9 All the bids in prescribed form enclosed with tender documents must be submitted before the time and date fixed for the receipt of offers as set forth in the tender document. IIRS will not be responsible for non-receipt of tender[s]/offer[s] due to any postal delays/loss of tender documents in transit and delay due to courier, etc. and it shall be the sole responsibility of the Tenderer to ensure delivery of the tender[s]/offer[s] within the time fixed. IIRS reserves the right to accept or reject any of the tender in full or part without assigning any reason thereof. Offers received after stipulated time and date will be rejected.

21. 2.10 The Tenderers are requested to submit the Bids online at least two days prior to closing date to avoid last minute computer network related problems. Tenders will be automatically closed on the due date last minute clarification on tenders and extension of the due date will not be considered.

2.11 Once the offer is submitted through online mode by the Tenderer, he will not be able to provide/submit a revised offer or make any alteration or change to the offer or any terms contained therein.

22. 2.12 Indian Institute of Remote Sensing [IIRS] shall be under no obligations to accept the lowest offer or any tender and reserve the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Tenderers shall supply the same at the rates quoted.

2.13 All the Tenderers should regularly browse/check the e-mail/s being sent to them from eProcurement portal for initiating appropriate action or for any updates on the Tender.

23. 2.14 If Indian Institute of Remote Sensing [IIRS] disqualifies the Tenderer from the Tender process prior to the awarding of the Project, the Security Deposit/Performance Bank Guarantee furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Tenderer[s] understand and agree that this will be in addition to the disqualification and exclusion of the Tenderer[s]/Tender as may be imposed by Indian Institute of Remote Sensing [IIRS].

24. 2.15 The Quotation should be submitted in Single/Two Parts as the case may be specified in the respective Tender Enquiry.

2.16 The Tender Enquiry contains technical requirements and specification. The detailed technical specification along with Commercial Terms and Conditions of the offer should be covered in Technical Bid i.e. Part-1 [Technical and Commercial Terms] and Part-2 [Price Bid].

25. 2.17 In case of Two-Part Tender price details should NOT be disclosed in Part-1 [Technical and Commercial] and in any other attachments enclosed in the Technical Bid. In case, price details are mentioned, the same will be rejected. The Technical documents need to be attached online as a single

PDF file without any price information.

26. 2.18 In case of Two Part Tender, Commercial Terms to be covered in the Part-1 [Technical Bid] are Delivery Terms, Delivery Period, Payment Terms (without mentioning the price or amount), acceptance of Bank Charges Performance Security for performance of Contract and also for fulfilment of Warranty obligation, Validity of the Offer, Warranty/Guarantee, Liquidated Damages [for delayed supplies] and all available technical literature, catalogues and other data in support of the specifications and details of the items, etc. which have to be filled up online.

27. 2.19 Prices are required to be quoted according to the units indicated, in the Part-2 [Price Bid] only.

2.20 In case of Two-Part Public/Open Tender, the exact date and time of opening of Price Bid of successful Tenderers will be intimated later.

28. 2.21 The Part-1 [Technical Bid and Commercial Bid] opening date and time indicated is tentative. There may be changes/delay due to Network/Computer Server related problems and the tender opening may get delayed by one or two days under such circumstances, the exact date and time of opening will be intimated later in case of Public or Open Tender.

29. 2.22 As per Office Memorandum No. 6/9/2020-PPD dated 24.08.2020 of Department of Expenditure, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered on GeM and obtain a Unique GeM Seller ID, at the time of placement of Order/Acceptance of contract. Tenderers shall ensure the same.

30. 2.2 The Pre-requisites for Vendor Registration and Bidding are as follows:

a] Tenderers may please note that without registering in our e-procurement portal, tenderers will not be able to quote for this e-tender.

b] The vendor registration process shall be approved by the selected ISRO Centres.

c] All registered vendors can download and participate in Public Tender.

31. 2.3 Interested Tenderers may login to <https://www.eproc.isro.gov.in> and submit their offers via Online/internet submission only through the aforesaid website.

2.4 No Tender Fee/EMD shall be payable for submission of Tender through e-procurement. 2.5 The Quotation should be valid for 120 days from the date of opening of the Tender.

32. 25. Delay in Completion/Liquidated Damages: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions

of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent [10 percent] of the Contract price of the unit or units so delayed. In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such Stores shall be received without prejudice to the right of the Purchaser to claim Liquidated Damages and without prejudice to the terms and conditions of the Purchase Order/Contract.

33. 2.6 Specification: The description of the system in the documents supplied by the Tenderer along with the Bid shall be such as to ensure a clear understanding of the same and to permit its comparative evaluation. Stores offered should strictly conform to our specification. Deviations, if any, should be clearly indicated by the Tenderer in their quotation. The Tenderer should also indicate the Make/Type/Model Number of the Stores offered and upload catalogues, technical literature along with the quotations and provide samples wherever necessary. Test Certificates wherever necessary should be forwarded along with Supplies. Whenever options are called for and specifically mentioned by us, the Tenderer could suggest changes to specifications with appropriate response for the same.

34. 2.7 GST or Other Duties/Levies where leviable and intended to be claimed should be distinctly shown separately in the Tender otherwise the Offer will not be considered.

2.8 For the Procurement/providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST.

2.9 The document solicited from Tenderer should be submitted online. Document has to be a single PDF file and attached online.

## 35. 2. CHAPTER 2:

### 2.0 Instructions to E-Procurement Tenders:

2.1 Indian Institute of Remote Sensing has implemented new e-tender system to obtain quotations through ONLINE. IIRS invites offer[s] through e-tender portal <https://www.eproc.isro.gov.in> for the supply of Stores. The Suppliers need to get enrolled in the e-tender portal to access tender and submit their offer online.

36. 3.10 Goods/Works which are not divisible [i.e. required quantity is 1 or as a package] and Services:  
i] If L1 is from a Class-I local supplier the contract will be awarded to L1 bidder. ii] If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1



price subject to local suppliers quoted price falling within the margin of purchase preference [i.e. 20%] and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price [inclusive of duties, taxes and freight & insurance]. iii] In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the Class-I local supplier within the margin of purchase preference agree to match the L1 price then the order/contract shall be awarded to the original L1 Bidder.

37. 3.11 Applicability in tenders where contract is to be awarded to multiple bidders: In tenders where contract is awarded to multiple bidders subject to matching of L 1 rates or otherwise, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure: i] In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only Class I Local suppliers. ii] In other cases. Class II local suppliers and Non-local suppliers may also participate in the bidding process along with Class I Local suppliers as per provisions of this Order. iii] If Class I Local suppliers qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case Class I Local suppliers do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the Class I local supplier over Class II local suppliers( Non local suppliers provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the Class I Local suppliers taken in totality are considered for award of contract for at least 50% of the tendered quantity. iv] First purchase preference has to be given to the lowest quoting Class-I local supplier, whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting Class-I local supplier, does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher Class-I local supplier, falling within 20% margin of purchase preference, and so on. v) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to Class-I local supplier within the broad policy guidelines stipulated in sub-paras above.

38. 3.12 Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

39. 3.13 The Class-I & II local supplier should provide a Self-Certification along with technical offer

indicating that the item offered meets the minimum local content [as per Definitions] as called for in the tender and provide the percentage of local content along with details of the location[s] at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC [minimum Local Content] in technical bid zone.

40. 3.14 In case the offers sought from only Class I and Class II local suppliers [as indicated at S. No. 3.2[b] above], the offer received without indicating the percentage of local content and without self-certification will not be considered and rejected.

3.15 In cases the quoted price is in excess of Rs.1000 Lakhs [including duties, taxes and freight & Insurance] the Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company [in the case of companies] or from a practicing cost accountant or practicing chartered accountant [in case of suppliers other than companies] giving the percentage of local content.

41. 3.16 A committee [with an external expert from a practicing cost accountant or practicing chartered accountant, if required] constituted for independent verification shall verify the self-declarations & auditors / accountants certificates on random basis, as per the requirements.

3.17 The ink-signed certificate shall be provided on vendors letter head along with the offer [in case of online tender, copy of ink-signed certificate shall be uploaded along with your offer under concerned tab. Original in Hard copy shall be produced on request]. In case of non-submission of certificate, the purchase preference shall not apply.

42. 3.18 In case of a complaint received from any local supplier indicating a need for review/ verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant [w.r.t the false declaration given by the successful vendor on the local content], a complaint fee of Rs.2 Lakhs or 1% of the locally manufactured items being procured [subject to a maximum Rs. 5 Lakhs], whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

43. 3.19 False declarations will be in breach of code of the integrity for which a bidder or its successors will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.

3.20 Further, in case the violation/false declaration established, in such case, a penalty amount up to 2% value of the each order will be deducted on such defaulted bidders.

3.20 Any terms and conditions not covered under this chapter shall be as per Public Procurement (Preference to Make in India) as per Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade [DPIIT], Public Procurement Division issued order P-45021/2/2017-PP (BE II) dated 16.09.2020 and as amended from time to time

44. 3.2 Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade [DPIIT], Public Procurement Division issued order No. P-45021/2/2017-PP(BE II) dated 16.09.2020 and as amended from time to time in order to encourage Make in India and promote manufacturing and production of goods and services in India with a view to support the Indian industries. ISRO has implemented Make in India - Purchase Preference Policy. The Purchase Preference is applicable for the Class I Supplier for the goods/ services/ works covered in this tender, subject to the following terms and conditions: -

45. 3.3 Definition for Class of Suppliers: A supplier or service provider, whose goods, services or works offered for procurement, has local content: i. Equal to or more than 50% for Class-I Local Supplier. ii. More than 20% but less than 50% for Class-II local supplier. iii. Less than or equal to 20%: Non-Local Supplier.

46. 3.4 Local Content means the amount of value added in India [i.e. indigenous items/services added in the offered products/services/works] be the total value of the item offered [excluding net domestic indirect taxes] minus the value of imported content in the item [including all customs duties/IGST] as a proportion of the total value [excluding net domestic indirect taxes], in percent.

47. 3.5 The margin of Purchase Preference shall be up to 20%.

3.6 Margin of purchase preference means the maximum extent to which the price quoted by the Class-I local supplier above the L1 [landed cost].

3.7 L1 means the lowest technically accepted tender / bid / quotation [i.e. lowest landed cost including duties, taxes and freight & Insurance].

48. 3.8 Works means all works as per Rule 130 of GFR- 2017, and will also include turnkey works. Works includes Engineering, Procurement and Construction [EPC] contracts and services include System Integrator [SI] contracts.

49. 3.9 Purchase Preference Policy: - Goods/Works which are divisible in nature [required quantity is greater than 1 or not a package basis]: i. If L1 is Class-1 local supplier, the order/contract for full quantity shall be awarded to L1 bidder. ii. If L1 bid is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local suppliers quoted price falling within the margin of purchase preference [i.e. 20%] and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price [inclusive of duties, taxes and freight & insurance]. iii. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the Class-I local supplier within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder. iv. In case no offers are received from Class-I local supplier or none of the Class-I local

supplier falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor. v. In case L1 bidder [not a Class-I local supplier] is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such Class-I local supplier for full quantity subject to matching the L1 price.

### 50. 3. CHAPTER 3:

#### 3.0 Public Procurement [Preference to Make in India]

##### 3.1 This order is issued pursuant to Rule 153[iii] of General Financial Rules-2017:

51. 4.10 Payment Terms: All payments are subject to permissible legal deductions from the contract price as per the Contract. All payments shall be released only after successful and satisfactory completion of quantum and type of work, specified for respective activity. All payments shall be directly made by the Purchaser to the Tenderer. All interim payments made shall be regarded as payments by way of advance against the final payment only, and not as payment for work actually completed and shall not preclude defective/imperfect/ incomplete work to be removed. It will not be considered as an admission on the part of the Purchaser of the due performance of Contract or any part thereof nor shall it preclude, determine or affect in any way the powers of the Purchaser to determine the quality and quantity of work and issue such directions, as may be necessary to the Contractor.

52. 4.11 Terms of Payment in case of Indigenous Supplier[s]: The Contractor[s] Bill will be processed for payment only after the Stores have been received, inspected and accepted by the Purchaser. Normally payment will be made for the accepted Stores within 30 days from the date of Receipt and Acceptance of the Material at Indian Institute of Remote Sensing [IIRS] against production of the following documents:

4.12a] Original Tax Invoice describing the Stores delivered, Quantity Unit Rate and their Total Value and applicable GST.

b] Delivery Challan.

c] Warranty and Guarantee Certificates.

d] Test Certificate, if any.

53. 4.13 Bank Charges: Any Bank Charges payable to our Bank shall be payable by Purchaser. Similarly, any Bank charges payable to your bank shall be payable by the Contractor.

54. 4.14 Packaging: The Contractor wherever applicable shall pack all Stores in crates or cartons or as applicable so as to protect it from damages and deterioration in transit by road, Rail for Space Qualified Stores. The Contractor[s] shall be held responsible for all losses and damages caused due to improper packaging.

55. 4.15 Performance Security [PS][ Security Deposit cum Performance Bank Guarantee (SD cum PBG)] : Within 15 days from the date of issue of the Purchase Order or with in such extended time as may be granted by the Purchaser in writing, the Contractor shall execute an irrevocable interest free

Performance Security for 3% of the Contract value to ensure due Performance of the Contract including the fulfilment of the Warranty obligation. Subsequently, all tenders issued/purchase orders/contracts concluded till 31.03.2023 with percentage of 3% Performance Security shall continue for the entire duration of the contract and there will be no subsequent increase of Performance Security even beyond 31.03.2023. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Tenderers failure to complete his obligations under the contract. The Purchaser shall discharge the performance security bond after completion of Tenderers performance obligations including the warranty and post-warranty obligations under the contract. The Performance Security may either be furnished in the form of an Account Payee Demand Draft; or Fixed Deposit Receipt from a Nationalized Bank, or Bank Guarantee from a Nationalized Bank or Online Payment in favour of The Accounts Officer, Indian Institute of Remote Sensing [IIRS], Dehradun. The Bank Guarantee must be valid for the entire contract period and an additional period of 60 days beyond the date of completion of all contractual obligations of the Tenderer including the Warranty obligations. In the event the work is not completed within the stipulated period, the contractor shall get the Performance Security extended. The Bank Guarantee shall be executed on a Non-judicial stamp paper of appropriate value as per Specimen. The Performance Security will not carry any interest and shall be returned after completion of all the obligations of the Contract. In the event the Contractor fails to furnish the Performance Security within 15 Days as stipulated hereinabove, i.e. after the receipt of Purchase Order or on signing of the Contract or any extension thereof, the Purchase Order/ Contract shall be cancelled and terminated at the Contractors risk, cost and liability. The Earnest Money Deposit, if any executed shall be forfeited and appropriate penal and legal action shall be initiated. Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/ Autonomous Bodies are exempted from payment of Performance Security, and instead, an Indemnity Bond shall be executed in lieu of Performance Security.

56. 4.16 Guaranteed Time of Delivery: The time for and the date of delivery of Stores will be deemed to be the essence of the Purchase Order/Contract failing which Purchaser reserves the right to terminate/cancel the Order/Contract at his discretion.

57. 4.17 Ultimate Consignee: Purchase & Stores Officer [Stores], Indian Institute of Remote Sensing, 4 Kalidas Road, Dehradun, Uttarakhand-248001.

58. 4.18 Insurance of the Stores: No Insurance is required at Indian Institute of Remote Sensing [IIRS] cost. The Contractor shall be responsible for insuring the Stores wherever considered necessary.

59. 4.19 Inspection and Acceptance Tests: The Purchasers representatives shall also be entitled at all reasonable times during manufacture to Inspect examine and test at the Contractors premises, the material and workmanship of all Stores to be supplied under this Contract and if part of the said Stores is being manufactured on other premises, the Contractor shall obtain the Purchasers representative permission to inspect, examine and test and shall not release the Contractor from the obligations under this Contract. For tests conducted at the premises of the Contractor or any of his sub-contractors, the

Contractor shall Provide Free of Cost Assistance, Labour, Materials, Electricity, Fuel and Instruments as may be required or as may be reasonably needed by the Purchasers representative to carry out the tests efficiently. When the Stores have passed the specified test, the Purchasers representative shall furnish a certificate to this effect in writing to the Contractor. The Contractor shall provide copies of Test Certificate to the Purchaser as may be required.

60. 4.1 Transparency: Tenderers are free to ask Purchaser for clarifications on the Bidding/Tender terms and conditions, process, etc., during the procurement process. All such queries and clarifications shall be sought for in writing via e-mail and sent to the officer authorized by the Purchaser to issue such clarifications, as may be required. No verbal request will be entertained.

61. 4.20 Acceptance of Stores: The Stores shall be tendered by the Contractor for Inspection at such places as may be specified by the Purchaser at the Contractors own risk, expenses and cost. 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. 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 Purchaser Order, they will be rejected and the decision as to the rejection by the Purchaser shall be final and binding on the Contractor. If the whole or any part of the Stores supplied are rejected 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 Purchaser or the agreement to Purchase from another supplier is made six months from the date of rejection of the Stores as aforesaid.

62. 4.21 Contractor[s] Default Liability: The Purchaser upon a written notice of default to the Contractor, shall be entitled to terminate the Contract by giving 30 days prior notice, in whole or in part, at the sole risk and cost of the Contractor, in circumstances detailed hereunder: - If in the judgment of the Purchaser, the Contractor fails to make delivery of Stores within time specified in the Contract/Agreement or within the period for which extension has been granted by the Purchaser to Contractor. If in the judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this Contract. In the event of Purchaser Terminating the Contract in whole or in part thereof, as provided hereinabove, the Purchaser reserves the right to purchase, upon such terms and in a manner as he may deem appropriate, Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar Stores, and/or for Liquidated Damages for delays as defined in Clause 4.25 until such reasonable time as may be required for the final supply of Stores. If Contract is terminated as provided in Clause 4.21 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser. Any completed Stores. The Purchaser shall pay to the Contractor, the Contract price for completed Stores delivered to and accepted by the Purchaser and for manufacturing materials delivered and accepted. In the event, the Purchaser does not exercise its right to terminate the Contract as provided in Clause 4.21, the Contractor shall continue the performance of the Contract, in which case he shall be liable to the

Purchaser for Liquidated Damages for delay as set out in Clause 32.0 until the Stores are accepted.

63. 4.22 Replacement: If the Stores or any portion thereof, is damaged or lost during the transit, the Purchaser shall give notice to the Contractor setting forth particulars of such Stores damaged or lost during transit. The replacement of such Stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. The payment for the replacement of Stores shall be in accordance as per contract.

64. 4.23 Rejection: If the Stores supplied by the Contractor are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specification, the Purchaser shall either reject the Stores or request the Contractor in writing to repair, rectify, replace the same. The Contractor, on receipt of such notification shall either rectify or replace the defective Stores free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may either: - a] Repair, Replace or rectify such defective Stores and recover extra cost so involved from the Contractor; or b] Terminate the Contract for default as provided under Clause 4.23 above. The right to terminate and the right to replace the Stores shall not be derogatory to one another and shall mutually complement one another. In other words, the Purchaser shall be entitled to take either decision, or both.

65. 4.24 Force Majeure: Neither party shall bear responsibility complete or partial non-performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the Purchase Order/Contract], if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock out, freight embargo, acts of the Government either in its sovereign or its contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of state authorities or any other circumstances beyond the control of the parties that have arisen after the conclusion of Purchase Order/Contract. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended. The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 7 days from the date of the occurrence and cessation of the force majeure condition/s. In the event of delay lasting over one month, arising from force majeure causes, the Purchaser reserves the right to cancel the contract without any obligation to compensate the Tenderer in any manner. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event. Any Certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carryout complete or partial performance of an obligation for more than 60 days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability. The Force Majeure condition is applicable only to the prime Contractor and Purchaser.

66. 4.26 **Erection of Plant, Machinery and Installation of Software:** Wherever Erection of Plant or Machinery and Installation of Software is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the Erection and Installation of the Software 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 and Installation of the Software etc., done through any source/agency 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/payment due to such an action by the Purchaser. If it appears to the authorised representative of the Purchaser that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior quality or description, or that any materials or articles procured by the tenderer for the execution of the work are of unsound quality or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the tenderer shall on demand in writing within 03 Months of the completion of the work from the said Authorised Representative notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require remove the materials or articles so specified and provide other proper and suitable materials or articles at its own cost. In the event Tenderer fails to rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may it shall be so strictly at the risk and expense in all respects of the Tenderer, including the right to refund of payment received and also cost of rectification.

67. 4.27 **Standard Warranty/Guarantee:** All products/stores supplied against the bid shall be of high reliability and shall carry comprehensive free of cost warranty. The Contractor shall guarantee and certify that the Stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. The Purchaser expects the stores to be highly reliable which would result in lower maintenance and repair cost. Guarantee for the period as indicated in the tender documents shall be after acceptance of the Stores. If any defects are discovered, therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, Contractor shall remedy such defects at his own cost provided, he is called upon to do so within a period of 12 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. If in the opinion of the Purchaser, it becomes necessary to repair, replace or renew any defective Stores, such repair, replacement or renewal shall be made by the Contractor Free of all Cost 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 12 Months from the date of acceptance of Stores thereof. If Contractor fail to rectify the defects, the Purchaser shall have right to reject or repair or replace, at the cost of the Contractor the whole or any portion of the defective Stores. The warranty for such replaced/repared items/stores shall be for 12 months from the date of handing over of such replaced/repared stores in complete and satisfactory condition to the Purchaser. 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. The Warranty/Guarantee certificate has to accompany the shipment. All the replacement Stores shall also be guaranteed for a period of 12 months from the date arrival of Stores at Purchasers site.

68. 4.28 Termination: Under the normal circumstances, Termination/Short Closing of the Purchase Order/Contract is not foreseen. However, the Purchaser reserves the right to terminate the Contract in whole or in part by giving 30 days prior notice under the following circumstances:

- a] For repeated non-performance in the execution of Purchase Order/Contract.
- b] If the Contractor fails to deliver the final Product within the stipulated delivery schedule or any extension thereof, granted by Indian Institute of Remote Sensing [IIRS].
- c] If the Stores repeatedly fails in the Inspection and does not pass Inspection and Quality requirements of Purchase Order/Contract and/or the Contractor is not in a position to either rectify the defects or offer the Stores conforming to the contracted Quality Standards.
- d] If the Contractor is unable to rectify the defects or offer replacements in lieu of defective items
- e] If the final Product does not pass Inspection and Quality requirements of Purchase Order/Contract. f] If the Contractor fails to perform any other obligations under Purchase Order/Contract.
- g] If the Contractor becomes bankrupt or otherwise insolvent. h] Owing to deficiency of service, breach of Contract.
- l] For inefficiency, indiscipline, irregularity, insincerity, indifference in work, indulges in corrupt practices, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.

j] To terminate the Purchase Order/Contract at any time by giving 30 days prior notice. 4.29 Parallel Contract: Purchaser reserves the right to enter into Parallel Contract/s with one or more Contractors for procurement of Stores or any portion thereof that is covered by this Contract.

69. 4.2 Prices: Tenders offering Fixed Prices will be considered. Where a price variation clause is insisted upon by a Tenderer, quotations will be with prices subject to adjustment up or down as per specific variation formula with reference to the base prices of major raw materials/ components which will be detailed in the bid along with the respective percentage costs in the composite price for the finished goods. The Contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items as specified hereinabove. For Indigenous Supplies, the Tenderer shall quote prices separately furnishing break-up of cost towards Basic Cost of Items Packing, Forwarding, Freight, Handling, Insurance, Installation if any, and GST.

70. 4.30 Subletting/Assignment of the Contract: The Contract shall not be sublet, transferred or assigned to any other third-party Firm/Agencies/Person, etc., without the prior written permission of Purchaser. In case of violation of this clause, the Service Provider/Contractor shall be solely responsible for any legal action besides termination of Contract.

71. 4.31 Secrecy: The technical information, drawings, specifications and other related documents provided by the Purchaser and forming part of the Contract are the property of Purchaser and shall not

be used or disclosed for any other purpose, except for execution of the Contract. All rights, including rights in the event of grant of patent and registration of designs are reserved in favour of the Purchaser. The technical information, drawings, specifications, records and other documents provided by the Purchaser shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/ or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this Contract. These technical information, drawings, specifications and other related documents which were originally provided by the Purchaser shall be returned to the Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose, and shall be accompanied with a certificate of the Contractor signed by an authorised signatory that such technical information, drawings, etc. have been returned to the Purchaser and that the Contractor has not retained any copy/ies thereof with him.

72. 4.32 Arbitration: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a 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 together with amendments thereto or any modification thereof. The arbitration shall be conducted in Dehradun in the Arbitration and Conciliation Centre Dehradun [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 Seat for Arbitration shall be Dehradun and the Arbitration proceedings shall be conducted in English Language only. Work under the contract shall be continued by the Contractor during the pendency of Arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot be possibly continued until the decision [whether final or interim] of the Arbitrator is obtained.

73. 4.33 Arbitration with Public Sector Undertakings: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration and Conciliation Act, 2015 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, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, 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 the Arbitrator.

74. 4.34 Language and Measures: All documents pertaining to the Contract including specification schedule notices, correspondence, operating and maintenance instruction drawings or any other writing shall be written in English language only. The metric system of measurement shall be used exclusively in the Contract. Any document originally in a language other than English must be accompanied with certified English translation and the same shall be considered for evaluation.

75. 4.35 Applicable Law and Jurisdiction: The Contract shall be interpreted, construed and governed by the Laws of India and the Courts in Dehradun City alone shall have exclusive jurisdiction in this regard, to the extent permissible under the Arbitration and Conciliation Act, 1996.

76. 4.36 Indemnity: The Contractor shall warrant and deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any third party Patent, Copy Right 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 third party right protected by Patent, Registration of the 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 the sufficiency of all the means used by him for the fulfilment of the Contract. The Contractor shall indemnify and keep indemnified the Purchaser against payments to be made under and for the observance of the applicable laws without prejudice to his right to claim indemnity from his sub-contractors, if any.

77. 4.37 Counter Terms & Conditions: Where counter terms and conditions printed or cyclostyled condition have been offered by the supplier as part of its bid, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof, is obtained and incorporated into the Agreement to be entered into between the Parties, upon award of the Tender/Contract.

78. 4.38 Security Interest: On each item to be delivered under this Contract, including an item of work in progress in respect of which payment have been made in accordance with the Terms of the Contract. Purchaser shall have a Security Interest in such items which shall be deemed to be released only at the time when the applicable deliverable items is finally accepted and delivered to the Purchaser in accordance with the terms of Contract. Such Security Interest of the Purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any other entity.

79. 4.39 Training: The Contractor shall, if required by the Purchaser, provide facilities for the Practical Training of Purchasers Engineering or Technical Personnel from India and for their active association on the manufacturing process throughout the manufacturing period of the Contract/Stores, number of such personnel to be mutually agreed upon.

80. 4.3 Price Variation for Long Term Contracts: Where Tenderer[s] quote delivery period beyond 18 months, the illustrative formula for Price Variation Clause [PVC] shall be referred under General Financial Rules [GFR], 2017, Appendix-11 [see Rule 225 [viii] [b]. It may please be noted that the formula for Price Variation is available on the Website.

81. 4.40 Risk Purchase: Risk Purchase Clause will be applicable for all Contracts.

82. 4.41 Fall Clause: The Price[s] charged for the Stores/Services supplied under the Contract by the Contractor shall be no event exceed the lowest price at which the Contractor sells the Stores/Services or offer to sell the Stores/Services of identical description to any Person[s], Firm, Party, Organisation[s] including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central/State Government as the case may be during the period till the performance of all supply orders placed during the currency of the Contract is completed. If at any time during the said period, the Contractor reduces the sale price, sells or offers to sell such Stores/Services to any person[s], Organisation[s], including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale of offer to the Purchaser and the price payable under the Contract for the Stores/Services supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced to the same lower rate.

83. 4.42 Limitation of Liability: The remedies stated in the Contract are exclusive and in no event shall the Contractor be liable for any, special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the contract, the Contractors total liability to the Purchaser, whether in Contract shall not exceed the total amount paid to the Contractor under the Contract. The Purchaser shall be under no obligations to accept the lowest or any tender and reserve the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Tenderer[s] shall supply the same at the rates quoted. The Purchaser shall not be liable to the Contractor for any loss or damages suffered by it during the term of the Contract or subsequently, and in no event shall the Contractor be liable for any, special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the Contract, the Contract having been satisfactorily completed, the Purchasers total liability to the Contractor, shall not exceed the total amount to be paid to the Contractor under the Contract.

84. 4.43 Buy Back Offer: Wherever it is considered necessary, the Quotation shall be given separately with Buy-Back Offer and also without Buy-Back Offer so as to enable Purchaser either to Trade or not to Trade the item while purchasing the new one.

85. 4.44 Rejection of Bids: Canvassing by the Tenderer in any form, unsolicited letter and post-tender correction may invoke summary rejection of Bids. Conditional Tenders will be rejected. The Tenderer shall not impose any conditions on the bid i.e. the bid must be unconditional.

86. 4.45 Conditional Discount Offer: Conditional Discounts Offers will not be considered.

87. 4.46 Lowest Offer: The Lowest Offer [L-1] shall be decided based on the aggregate value of all items put together for which Quotation have been called for wherever necessary.

88. 4.47 Splitting of Order[s]: The Volume/Quantity for certain specialized nature of jobs is considerably large and it is necessary the orders are split with more than one party in order to ensure timely delivery/services. Purchaser reserves right to split the Purchase Orders to more than one party. However, every effort will be made to bring the Commercial aspect including price of the parties on a single common platform.

89. 4.48 Changes in the Name and Address of the Supplier: In the event of Change in Name and Address of Tenderer/Contractor, Documentary Proof issued by the Appropriate Government Authorities shall be produced for making such change in the Contract and its procedures, in the absence of which PO/ Amendment/Payment will not be released.

90. 4.49 Annual Maintenance Contract [AMC]/Extended Warranty: Tenderers are requested to quote separately towards Annual Comprehensive Maintenance Service/Extended Warranty and Non-Comprehensive Maintenance besides attending to unlimited Break-Down calls wherever specification calls for after expiry of Standard Warranty.

91. 4.4 Goods and Service Tax: Vendor/Bidders shall indicate applicable GST rates. Further Vendor/Bidders shall also indicate HSN code of the item while submitting the quotation.

92. 4.50 Public Procurement for Start-ups: The facilities/benefits will be extended for start-ups as per the Guidelines issued by Government of India.

93. 4.51 Validity of Offer: The offer should be valid for a minimum period of 120 days from the date of opening of the tender. The Authority of person signing the Tender, if called for shall be produced.

94. 4.52 Instruction/Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents/ correspondence should be in English language only.

95. 4.53 The Purchaser reserves the right to accept or reject any offer in whole or in part without assigning any reason.

4.54 It is expressly agreed that the acceptance of the Stores contracted for is subject to final approval in writing by the Purchaser.

96. 4.55 Inspection/Test/Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any inspection by Lloyds or any other Third-Party Agency is considered

necessary, it shall be arranged by Contractors on the instructions of the Purchaser.

97. 4.56 Where Erection, Assembly or Commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damages sustained due to delay in fulfilling this responsibility.

98. 4.57 For items having Shelf Life, the same shall be supplied with maximum Shelf Life if order is placed.

99. 4.58 Average Financial Turnover for the preceding 03 Financial Years has to be provided by the Tenderer along with the Quotation. This should be supported with three years Profit and Loss Account and Balance Sheet duly authenticated by Chartered Accountant.

100. 4.59 Details of Financial capacity of the Firm Viz., details of Audited Balance Sheet including Profit and Loss account for the last 03 years certified by Chartered Accountant along with comments of Auditors has to be submitted by the Tenderer along with the Quotation.

101. 4.60 Self-assessment technical and organizational competence to Supply the Stores of this nature and magnitude.

102. 4.61 The Tenderer shall propose a viable Financial Plan/Model for successful execution of the Project, explaining Liquidity and Solvency capacity of the Firm which is equivalent to 100% of the Contract Value. The same shall be supported with documentary proof obtained from the Bankers.

103. 4.62 Preparation of Comparative Statement of Tenders: While preparing Comparative Statement of Tenders [CST] appropriate Marginal Cost of Funds based lending rate [MCLR] or any other rate as notified by Reserve Bank of India from time to time, shall be loaded in all cases where the Vendors have demanded for Advance Payment/Milestone Payment in order to arrive at landed cost of the Quotations received and evaluation of Quotations shall be made accordingly.

104. 4.63 Pre-Delivery Inspection: Pre-Delivery Inspection if required, shall be carried out by IIRS Engineers at the Contractors Factory Premises at our cost. The Contractor need not extend any Hospitality to our representatives.

105. 4.6 Customs Duty: Indian Institute of Remote Sensing, Dehradun is exempted from payment of Customs Duty vide Notification No.51/96 customs dated 23.07.1996 as amended vide Notification No. 24/2007 customs dated 01.03.2007. The necessary Customs Duty Exemption Certification [CDEC] shall be provided. Tenderers are requested to take note of this aspect and submit the Offer clearly mentioning that the quoted Price does not include Customs Duty. While requesting for issue of CDEC for the bought-out items, the Tenderer[s] should mention the Item Description, Quantity and Value for which CDEC is to be provided. In case of bought out items the necessary proof shall be produced.

106. 4.7 Evaluation of Tenders: The Evaluation/Loading criteria in respect of Payment Terms, Bank Guarantee towards Free Issue of Materials [FIM], etc., having financial implications will be considered to arrive at L-1 status.

107. 4.8 Clarification Regarding Contents of the Bids: During evaluation and comparison of bids, the Purchaser may, at its discretion, ask the Tenderer for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. However, at the time when tenders are under consideration, the Tenderers are advised to refrain from contacting by any means, either IIRS and/or their employees/representatives on matters related to the tender which are under consideration. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this Committee is authorized to discuss and get clarification/s from the Tenderers, if any. The Tenderer/s may be asked to give a presentation on his technical bid and arrange for functional demonstration of the stores offered. No change in the substance of the bid or the price thereof shall be sought/offered/permited.

108. 4.9 Bank Guarantee towards Free Issue Materials [FIM]: The successful Tenderers shall furnish Bank Guarantee [BG] towards the cost of Free Issue Materials issued by Purchaser towards adequate Security for the FIM for the execution of the Contract and the said Tenderer will be duly authorized by PURCHASER to collect the free issue materials from IIRSs site subject to the furnishing of the aforesaid Bank Guarantee. The BG is to be kept valid till supply and acceptance of the final product. In the case of Central Public Sector Undertaking/Public Sector Enterprises/ Autonomous Bodies and Government Organization, Indemnity Bond [IB] together with Insurance shall be considered in place of BG. For Fabrication of items, in case FIM issued by IIRS, the Supplier should provide a material consumption statement indicating the quantity of FIM issued, actual quantity used, balance material returned, scrap returned etc. should be attached by the Fabricator to his final bill.

109. 4. CHAPTER 4: Terms and Conditions:

4.0 Definitions: In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: - a) Acceptance shall mean conditional determination by Purchaser of the completion of the Work or any element thereof in accordance with the Contract, by issuance of a Certificate of Substantial Completion of Work as provided in the Contract.

b) Approval shall mean approval in writing issued by the Purchaser in terms of the tender.

110. a) The subject items fall under divisible category.

b) The offers are sought from Class I and Class II Local suppliers.

111. c) Contract shall mean the documents forming the tender, the offer, the award of tender and the formal agreement executed between the competent authority on behalf of Purchaser and the Contractor, together with the documents referred to therein including the conditions enumerated herein, specifications, designs, drawings and instructions issued from time to time by the competent

authority of Purchaser and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.

112. d] Contractor shall mean the individual, firm, Limited Liability Partnership [LLP] or company, undertaking the works and shall include the legal representatives, nominees, affiliates, successors-in interest, permitted assigns, Heirs, Executors and Administrators of such individual, LLP, Firm or Company, unless repugnant to the context or meaning thereof.

e] Contract Value shall mean the sum for which the tender is accepted as per the Letter of Award.

f] Date of commencement of work the date of start of Contract shall be reckoned from the date of issue of Letter of Award.

113. d] In case of Limited Tenders and Single Tenders, vendors can bid, if the tender is available in his dashboard.

e] Vendor should enroll their Digital Certificate with the login ID.

f] The client software should be up and running. This can be installed from the downloads link of login page.

114. g] Drawings shall mean the drawings referred to in the Contract document including modifications if any and such other drawings as may be from time to time, be furnished or approved by Purchaser. h] Letter of Award shall mean Purchasers letter or notification conveying its acceptance of the tender, subject to such conditions as may have been stated therein.

115. g] Tenderers can contact Help Desk No: 0471-2565454 in case of any difficulties for Registration and subsequent process. MANUAL/POSTAL/COURIER/E-MAIL/FAX OFFERS WILL NOT BE CONSIDERED. FURTHER, IT MAY BE NOTED THAT NO MANUAL TENDER DOCUMENT WILL BE ISSUED BY IIRS.

116. i] Market Rate shall be the rate as decided by the competent authority of the Purchaser on the basis of the prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere in the tender document to cover, all overheads and profits.

j] Month means English calendar month and Day means a calendar day of 24 hours each.

k] Purchaser shall mean The President of India represented by its Director or Head IFA/Head, Purchase and Stores, Indian Institute of Remote Sensing [IIRS] Dehradun or his successors or assigns.

## 117. INSTRUCTIONS TO DOMESTIC TENDERERS AND GENERAL TERMS AND CONDITIONS

### 1. CHAPTER 1:

1. Important: 1.1 Foreign vendors are not permitted to participate in this tender. Only Class-I and Class-



II Local suppliers as per Make in India Policy are eligible to participate in the tender. Quotations directly from Foreign OEM/or from Agent quoting on behalf of Foreign OEMs are not allowed to participate in this tender.

118. l] Purchase Order shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to therein accepting the Tender or offer of the Contractor.

m] Template shall mean the standard template of rates to be read with any of receipt amendments thereto issued up to the date of receipt of tender.

119. n] Stores shall mean what the Contractor agrees to supply under the Contract/Tender as specified in the Purchase Order including erection of plant and machinery and subsequent testing should such a condition be included in the Purchase Order.

o] Words indicating the singular only also includes the plural and vice versa, where the context so requires.

p] Words indicating Male Gender shall also include the Female or Neuter Gender, and vice versa, where the context so requires.

## C. Bid Templates

### C.1 Technical Bid - Annual Maintenance Contract & Upgradation of Drupal based Web portals and Moodle based Learning Management Systems

#### 1. Annual Maintenance Contract And Upgradation of Drupal based web portals and Moodle based Learning Management Systems

##### Item specifications for Annual Maintenance Contract And Upgradation of Drupal based web portals and Moodle based Learning Management Systems

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	1) Content Updates	As and when required	Yes / No / Explain		
2	2) Script/Program Updates	As and when required	Yes / No / Explain		
3	3) 24/7 Website Monitoring	Full time	Yes / No / Explain		
4	4) Website Auditing	Yearly by Cert-In Empanelled Vendor	Yes / No / Explain		
5	5) Secure Backups	Daily	Yes / No / Explain		
6	6) CMS & LMS Updates	As and when required	Yes / No / Explain		
7	7) Periodic website vulnerability assessment and mitigation	As and when required	Yes / No / Explain		

[Document : Item Doc Annual Maintenance Contract And Upgradation of Drupal based web portals and Moodle based Learning Management Systems\\_1\\_Terms&Conditions\\_WebSiteAMC2020\\_v2.pdf](#)

[Document : GEM Non Availability](#)

#### Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Regular Content Updates	As and when required	Yes / No / Explain		

2	Script/Program Updates	As and when new or latest patches arrives	Yes / No / Explain		
3	24/7 Website Monitoring	Continuous	Yes / No / Explain		
4	Website Auditing	Annually by Cert-IN empanalled vendor	Yes / No / Explain		
5	Secure Backups	Daily	Yes / No / Explain		
6	CMS & LMS Updates	As and when new or latest patches arrives	Yes / No / Explain		
7	Periodic website vulnerability assessment and mitigation	As and when required	Yes / No / Explain		
8	Search Engine Optimization	The vendor must ensure that the websites are registered in Public Search Engines on appropriate keywords and is displaying the correct information in search description. Websites must rank in the top 10 listing on major search engines when searched with relevant keywords.	Yes / No / Explain		
9	The website should be optimized for load time, response time, Navigation and search.	The optimization should cover all the areas like HTML, CSS, GRAPHICS, and PDF etc., to involve smaller page size and faster downloads.	Yes / No / Explain		
10	Providing daily report on websites up/down time	Daily	Yes / No / Explain		
11	Weekly submission of reports on Website traffic/visitor statistics	Page views, visits, unique visitors, pages visited, popular pages, geographical location wise report, highlighting website traffic peak hours etc.	Yes / No / Explain		
12	Recovery from backup, in case of any emergency	Need to be provided by the vendor within 12 hours.	Yes / No / Explain		

13	Automatic syncing of backup server	Simultaneously updating the staging/backup server, and also ensuring that it is in synchronization with the main server at all times.	Yes / No / Explain		
14	Ensuring that the site is free from OWASP Top 10 vulnerabilities at all times.	All time	Yes / No / Explain		
15	New web applications under IIRS & CSSTEAP for operational activities of the institute need to be developed based on requirement.	As and when required	Yes / No / Explain		
16	Upgradation of all website with latest version of software and technology	As and when new or latest patches arrives	Yes / No / Explain		
17	Responsive Web page layout /design creation and updation and if required development of a new design of the websites with same or new contents	As per IIRS requirements	Yes / No / Explain		

### Supporting Documents required from Vendor

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	For all intents and purpose, the vendor/company shall be the "Employer" within the meaning of different Labour Legislations in respect of the workforce deployed by the vendor/company	Yes / No / Explain	
2	The AMC holder and the web developers placed at IIRS will be working directly under the Officer - in charge of the IIRS websites	Yes / No / Explain	
3	The work of uploading and maintenance of these websites will have to be done within the specified office space provided by IIRS and under no circumstances any information, inputs, software or hardware can be taken out of the IIRS premises	Yes / No / Explain	
4	The curriculum vitae of the engineer whom the vendor is planning to allot this work is to be submitted to IIRS well in advance .	Yes / No / Explain	
5	In case, any of the site engineer is on leave for more than three days then the AMC holder company should provide will provide an alternate equivalent manpower during the leave period of the deputed site engineer.	Yes / No / Explain	
6	All the necessary software will be provided by IIRS. Experts will work at IIRS, Dehradun, from 9.00 to 18.00 hrs on all working days (Monday to Saturday) , and in case of emergency, on holidays, if required, as per scope of work.	Yes / No / Explain	
7	One of the developer should have the experienced and well versed in Moodle and Learning Management System .	Yes / No / Explain	
8	Two of the deputed web developer must have knowledge and experience in Drupal CMS , should be well versed with different web frameworks, Front - end Development using Angular & Bootstrap and database management systems.	Yes / No / Explain	

9	AMC holder must depute a minimum of three developers onsite and extend additional supervisory and technical support from the bidder's office whenever required.	Yes / No / Explain	
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<p>10</p>	<p>Important:</p> <p>A.The intending Tenderers are advised to read the Technical specifications, terms and conditions and other details carefully relating to the work contemplated in the Bid document and fully acquaint themselves as to all conditions and matters which may in anyway affect the work or cost thereof. The Tenderer shall be deemed to have known the nature, scope and magnitude of the work. Tenderer should bid only if he considers himself eligible and if it is in possession of all documents required as per the tender. The intending Tenderers are required to bid after carefully examining all instructions, eligibility criteria, forms, terms standards and specifications as per the tender document with full understanding of its implications.</p> <p>B.If the Tenderer is found ineligible after opening of tenders, his tender shall become invalid ipso facto, and costs of the tender document and processing fees as applicable shall not be refunded. Offers which are not in compliance with the tender conditions will be rejected without assigning any reasons thereof. Failure to furnish all requisite information or and/or documents shall result in repudiation of the Offer. Notwithstanding the foregoing, Indian Institute of Remote Sensing [IIRS], Dehradun reserves the right to assess the capability of the Tenderer to perform the contract keeping in view the overall interest of IIRS. In the event, the Tenderers capability and capacity are found to be unsatisfactory; IIRS reserves the right to reject the bid, without assigning any reasons thereof.</p> <p>C.Any neglect or omission or failure on the part of the Tenderer in obtaining necessary information as stated above or in any other matter affecting the Tenderer shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid documents.</p>	<p>Yes / No / Explain</p>	
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11	<p>Period of Contract: The contract shall be valid for a period of one year from the date of issue of Purchase Order and may extend the same for further period of Two more year based on the satisfactory performance and mutual consent at the same rate, terms and conditions.</p>	Yes / No / Explain	
12	<p>Compliance to the Matrix enclosed to the Tender is mandatory otherwise; the Offer [s] will be rejected.</p> <p>1.1 All requirements stated herein below are a minimum and IIRS reserves the right to request for any additional information and also reserves the right to reject the proposal of any Tenderer, if in the opinion of IIRS, the qualification or data is incomplete or if the Tenderer is found not qualified to satisfactorily perform the contract. The Tenderer shall bear all costs and expenses associated with preparation and submission of bid including post bid discussions, technical and other presentations and IIRS will in no case be responsible or liable for such costs, regardless of the outcome of the bidding process. The Tenderer shall also not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with the submission of the Bid or its consideration by IIRS, even though IIRS may elect to modify or withdraw the invitation to Bid or not to accept the Bid.</p> <p>1.2 At any time prior to the deadline for submission of bids, IIRS may for any reason on his own initiative modify the bidding document by amendment. The amendment will be notified in writing or by fax or e-mail to the prospective Tenderers or uploaded online on the website. IIRS shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Notwithstanding the above, IIRS may at its discretion extend the deadline for submission of bids in order to afford reasonable time to prospective Tenderers to take into account the amendment in preparing the bids.</p>	Yes / No / Explain	



13	Tenderers shall quote Prices in Indian Rupees Only for Indigenous Stores in accordance with the Price Template.	Yes / No / Explain	
14	<p>1. Indian Institute of Remote Sensing has implemented e-tender system to obtain quotations through ONLINE. IIRS invites offer[s] through e-tender portal <a href="https://www.eprocure.isro.gov.in">https://www.eprocure.isro.gov.in</a> for the supply of Stores. The Suppliers need to get enrolled in the e-tender portal to access tender and submit their offer online. Tenderers need to have Digital Signature Certificate as detailed on IIRS e-portal and corporate e-mail ID to register on the above portal. Only online tenders will be accepted. MANUAL/POSTAL/COURIER/E-MAIL/FAX OFFERS WILL NOT BE CONSIDERED. FURTHER, IT MAY BE NOTED THAT NO MANUAL TENDER DOCUMENT WILL BE ISSUED BY IIRS.</p> <p>2. Interested Tenderers may login to <a href="https://www.eprocure.isro.gov.in">https://www.eprocure.isro.gov.in</a> and submit their offers via Online/internet submission only through the aforesaid website.</p> <p>3. No Tender Fee/EMD shall be payable for submission of Tender through e-procurement.</p> <p>4. Registered Tenderers or Tenderers who have already applied for Renewal of Registration, Central PSUs/PSEs/Autonomous Bodies, Micro, Small and Medium Enterprises or any other authority are exempted from the payment of EMD/Bid Security.</p>	Yes / No / Explain	

15	<p>The Quotation should be valid for 120 days from the date of opening of the Tender.</p> <p>2.4 Specification: The description of the system in the documents supplied by the Tenderer along with the Bid shall be such as to ensure a clear understanding of the same and to permit its comparative evaluation. Stores offered should strictly conform to our specification. Deviations, if any, should be clearly indicated by the Tenderer in their quotation. The Tenderer should also indicate the Make/Type/Model Number of the Stores offered and upload catalogues, technical literature along with the quotations and provide samples wherever necessary. Test Certificates wherever necessary should be forwarded along with Supplies. Whenever options are called for and specifically mentioned by us, the Tenderer could suggest changes to specifications with appropriate response for the same.</p> <p>2.5 The Price quoted must be firm and 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. Where there is difference between amounts quoted in words and figures, the amount quoted in words shall prevail. The percentage of GST where legally leviable and intended to be claimed shall be calculated and indicated in the column provided in online forms explicitly.</p>	Yes / No / Explain	
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16	<p>1.GST or Other Duties/Levies where leviable and intended to be claimed should be distinctly shown separately in the Tender otherwise the Offer will not be considered.</p> <p>2.For the Procurement/providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST.</p> <p>3.In order to avail of the benefits extended by Government of India to the Micro and Small Enterprises [MSMEs] in respect of Goods and Services will be as per provision of the policy, MSMEs registered with Udyam Registration Portal or any other Body specified by Ministry of MSME are entitled for [a] issue of Tender documents Free of Cost [b] Exemption of Earnest Money Deposit [EMD] are extended under Public Procurement Policy. However, Performance Security is mandatory for Goods and Services.</p> <p>4.The document solicited from Tenderer should be submitted online. Document has to be a single PDF file and attached online.</p> <p>5.Indian Agents while quoting on behalf of their Principals are requested to attach necessary latest valid authorization letter [PDF file] from their Principals. Absence of this will amount to rejection of the Tender.</p>	Yes / No / Explain	
17	<p>1. The Tenderers are requested to submit the Bids online at least two days prior to closing date to avoid last minute computer network related problems. Request for the extension of the due date will not be considered.</p> <p>2.Once the offer is submitted through online mode by the Tenderer, he will not be able to provide/submit a revised offer or make any alteration or change to the offer or any terms contained therein.</p>	Yes / No / Explain	

18	<p>The Suppliers have to provide the Open Authorization as per Tender Schedule defined. The Open Authorization will not be extended under any circumstances. In case Open Authorization as per Tender schedule is not provided such Bids will not be considered and it will be treated as invalid.</p> <p>2.All the Tenderers should regularly browse/check the e-mail/s being sent to them from e-procurement portal for initiating appropriate action or for any updates on the Tender.</p> <p>3. If Indian Institute of Remote Sensing [IIRS] disqualifies the Tenderer from the Tender process prior to the awarding of the Project, the Earnest Money Deposit/Security Deposit/Performance Bank Guarantee furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Tenderer[s] understand and agree that this will be in addition to the disqualification and exclusion of the Tenderer[s]/Tender as may be imposed by Indian Institute of Remote Sensing [IIRS].</p>	Yes / No / Explain	
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19	<p>1. In Two Part Tender price details should NOT be disclosed in Part-1 [Technical and Commercial] and in any other attachments enclosed in the Technical Bid. In case, price details are mentioned, the same will be rejected. The Technical documents need to be attached online as a single PDF file without any price information.</p> <p>2. In Two Part Tender, Commercial Terms to be covered in the Part-1 [Technical Bid] are Delivery Terms as per [INCOTERMS], Delivery Period, Payment Terms (without mentioning the price or amount), acceptance of Bank Charges payable outside India, Performance Security for performance of Contract and also for fulfillment of Warranty obligation, whether items needs Export License, Validity of the Offer, Warranty/Guarantee, Liquidated Damages [for delayed supplies] and all available technical literature, catalogues and other data in support of the specifications and details of the items, etc. which have to be filled up online.</p> <p>3. Prices are required to be quoted according to the units indicated, in the Part-2 [Price Bid] only.</p>	Yes / No / Explain	
20	Taxes: Bidder shall indicate applicable rates of GST alongwith HSN code.	Yes / No / Explain	
21	Payment Terms: Payment shall be made on quarterly basis after completion of each quarter subject to production of satisfactory performance report duly certified by user department. No other mode of payment shall be entertained.	Yes / No / Explain	
22	<p>Eligibility conditions to participate Tender in IIRS for Countries Sharing Land Border with India:</p> <p>The Bidder shall mandatorily submit the copy of valid Registration Certificate issued by DPIIT along with the tender without which the offer will be treated as invalid.</p>	Yes / No / Explain	

23	<p>Force Majeure:</p> <p>1. Neither party shall bear responsibility complete or partial non-performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the Purchase Order/Contract], if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock out, freight embargo, acts of the Government either in its sovereign or its contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of state authorities or any other circumstances beyond the control of the parties that have arisen after the conclusion of Purchase Order/Contract. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended. The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 7 days from the date of the occurrence and cessation of the force majeure condition/s. In the event of delay lasting over one month, arising from force majeure causes, the Purchaser reserves the right to cancel the contract without any obligation to compensate the Tenderer in any manner. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> <p>2. Any Certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carryout complete or partial performance of an obligation for more</p>	Yes / No / Explain	
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	<p>than 60 days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability. The Force Majeure condition is applicable only to the prime Contractor and Purchaser.</p>		
<p>24</p>	<p>Liquidated Damages: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent [10 percent] of the Contract price of the unit or units so delayed. In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such Stores shall be received without prejudice to the right of the Purchaser to claim Liquidated Damages and without prejudice to the terms and conditions of the Purchase Order/Contract.</p>	<p>Yes / No / Explain</p>	

<p>25</p>	<p>Termination:Under the normal circumstances, Termination/Short Closing of the Purchase Order/Contract is not foreseen. However, the Purchaser reserves the right to terminate the Contract in whole or in part by giving 30 days prior notice under the following circumstances:</p> <p>a] For repeated non-performance in the execution of Purchase Order/Contract.</p> <p>b]If the Contractor fails to deliver the final Product within the stipulated delivery schedule or any extension thereof, granted by Indian Institute of Remote Sensing [IIRS].</p> <p>c] If the Stores repeatedly fails in the Inspection and does not pass Inspection and Quality requirements of Purchase Order/Contract and/or the Contractor is not in a position to either rectify the defects or offer the Stores conforming to the contracted Quality Standards.</p> <p>d]If the Contractor is unable to rectify the defects or offer replacements in lieu of defective items</p> <p>e]If the final Product does not pass Inspection and Quality requirements of Purchase Order/Contract.</p> <p>f]If the Contractor fails to perform any other obligations under Purchase Order/Contract.</p> <p>g] If the Contractor becomes bankrupt or otherwise insolvent.</p> <p>h] Owing to deficiency of service, breach of Contract.</p> <p>I]For inefficiency, indiscipline, irregularity, insincerity, indifference in work, indulges in corrupt practices, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.</p> <p>j]To terminate the Purchase Order/Contract at any time by giving 30 days prior notice.</p>	<p>Yes / No / Explain</p>	
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26	<p>Parallel Contract: 1.Purchaser reserves the right to enter into Parallel Contract/s with one or more Contractors for procurement of Stores or any portion thereof that is covered by this Contract.</p> <p>2. Subletting/Assignment of the Contract:The Contract shall not be sublet, transferred or assigned to any other third party Firm/Agencies/Person, etc., without the prior written permission of Purchaser. In case of violation of this clause, the Service Provider/Contractor shall be solely responsible for any legal action besides termination of Contract.</p>	Yes / No / Explain	
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27	<p>Arbitration: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a 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 together with amendments thereto or any modification thereof. The arbitration shall be conducted in Dehradun in the Arbitration and Conciliation Centre Dehradun [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 Seat for Arbitration shall be Dehradun and the Arbitration proceedings shall be conducted in English Language only. Work under the contract shall be continued by the Contractor during the pendency of Arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot be possibly continued until the decision [whether final or interim] of the Arbitrator is obtained.</p>	Yes / No / Explain	
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28	<p>Arbitration with Public Sector Undertakings: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration and Conciliation Act, 2015 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 &amp; Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, 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 the Arbitrator.</p>	Yes / No / Explain	
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29	<p>Fall Clause:  1. The Price[s] charged for the Stores/Services supplied under the Contract by the Contractor shall be no event exceed the lowest price at which the Contractor sells the Stores/Services or offer to sell the Stores/Services of identical description to any Person[s], Firm, Party, Organisation[s] including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central/State Government as the case may be during the period till the performance of all supply orders placed during the currency of the Contract is completed.</p> <p>2.If at any time during the said period, the Contractor reduces the sale price, sells or offers to sell such Stores/Services to any person[s], Organization[s], including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale of offer to the Purchaser and the price payable under the Contract for the Stores/Services supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced to the same lower rate.</p>	Yes / No / Explain	
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30	<p>1. Performance Security [PS][ Security Deposit cum Performance Bank Guarantee (SD cum PBG)] : Within 15 days from the date of issue of the Purchase Order or with in such extended time as may be granted by the Purchaser in writing, the Contractor shall execute an irrevocable interest free Performance Security for 3% of the Contract value to ensure due Performance of the Contract including the fulfilment of the Warranty obligation. Subsequently, all tenders issued/purchase orders/contracts concluded till 31.03.2023 with percentage of 3% Performance Security shall continue for the entire duration of the contract and there will be no subsequent increase of Performance Security even beyond 31.03.2023. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Tenderers failure to complete his obligations under the contract. The Purchaser shall discharge the performance security bond after completion of Tenderers performance obligations including the warranty and post-warranty obligations under the contract. The Performance Security may either be furnished in the form of an Account Payee Demand Draft; or Fixed Deposit Receipt from a Nationalized Bank, or Bank Guarantee from a Nationalized Bank or Online Payment in favour of The Accounts Officer, Indian Institute of Remote Sensing [IIRS], Dehradun.</p> <p>2. The Bank Guarantee must be valid for the entire contract period and an additional period of 60 days beyond the date of completion of all contractual obligations of the Tenderer including the Warranty obligations. In the event the work is not completed within the stipulated period, the contractor shall get the Performance Security extended. The Bank Guarantee shall be executed on a Non-judicial stamp paper of appropriate value as per Specimen. The Performance Security will not carry any interest and shall be returned after completion of all the obligations of the Contract. In the event the Contractor fails to furnish the Performance Security within 15</p>	Yes / No / Explain	
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	Days as stipulated hereinabove, i.e. after the receipt of Purchase Order or on signing of the Contract or any extension thereof, the Purchase Order/ Contract shall be cancelled and terminated at the Contractors risk, cost and liability. The Earnest Money Deposit, if any executed shall be forfeited and appropriate penal and legal action shall be initiated. Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/ Autonomous Bodies are exempted from payment of Performance Security, and instead, an Indemnity Bond shall be executed in lieu of Performance Security.		
31	Downtown Compensation: Penalty on pro-rata basis (per day) will be imposed, in case of absence from duty without intimation/prior permission. Deliberate negligence of the task assigned, misuse and/or abuse of information or causing damage to the machinery/equipment of the IIRS may lead to the cancellation of contract. Delay in the assigned task will lead to a penalty of Rs. 1000/- per day under service level agreement.	Yes / No / Explain	
32	Sublet of Contract: You shall not sublet, transfer or assign the contract or any part thereof without our prior written approval.	Yes / No / Explain	

33	<p>1. In the event of damages to our/your property or personal injury to our or your personnel due to the negligence of your employees, the responsibility shall solely rest with you. IIRS shall not be responsible for any injury/loss of life of the contractors personnel due to natural calamities/ accidents etc.</p> <p>2. In case after award of contract, you fail to execute the same, we shall get the works done through other agencies at your risk and cost.</p> <p>3. Only qualified and experienced Service Engineers/Technicians shall be deputed to attend the maintenance work.</p> <p>3. The contractor shall make his own arrangement for transport, canteen, safety, medical and other amenities for his personnel deputed to IIRS.</p> <p>4. The work shall be done at our site during normal working hours between 09.00 hrs and 17.00 hrs. (Monday to Friday). However, IIRS reserves the right to deploy contractors personnel on Holidays and beyond Office hours as per the requirements from time to time.</p>	Yes / No / Explain	
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### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	GST on Goods	Remark
1	Annual Maintenance Contract And Upgradation of Drupal based web portals and Moodle based Learning Management Systems	1.00 Yearly		-			