

Government of India
Department of Space
ISRO Satellite Centre
Bengaluru

INSTRUCTIONS TO
TENDERERS AND
GENERAL TERMS AND
CONDITIONS FOR MANUAL
AND E-PROCUREMENT
TENDERS

A. Important:

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.

- 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, ISRO Satellite Centre [ISAC], Bengaluru reserves the right to assess

the capability of the Tenderer to perform the contract keeping in view the overall interest of ISAC. In the event, the Tenderer's capability and capacity are found to be unsatisfactory; ISAC reserves the right to reject the bid, without assigning any reasons thereof.

- 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.

- D. **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.

Compliance to the Matrix enclosed to the Tender is mandatory otherwise; the Offer [s] will be rejected.

1. INSTRUCTIONS TO MANUAL TENDERS [APPLICABLE ONLY FOR OFFLINE TENDERS]:

- 1.1 All requirements stated herein below are a minimum and ISAC 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 ISAC, 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 ISAC 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 ISAC, even though ISAC may elect to modify or withdraw the invitation to Bid or

not to accept the Bid.

- 1.2** At any time prior to the deadline for submission of bids, ISAC 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. ISAC shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Notwithstanding the above, ISAC 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.
- 1.3** 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. ISAC 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 customs/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. ISAC 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.
- 1.4** Tenderers can procure the Tender Documents from Purchase & Stores Officer, ISRO Satellite Centre, P.B.No.1795, HAL Airport Road, Vimanapura Post, Bengaluru 560 017, on all working days between 10.00 Hrs to 16.00 Hrs IST on payment of prescribed Tender Fee by way of Demand Draft/Bank Draft. The Contact Phone No. (080) 2508 4030 for the Purchase of Manual Public Tender Documents. Public Tender documents will also be uploaded on the ISAC website i.e. www.isro.gov.in. Interested Tenderers may download the tender documents from website and submit their offers along with prescribed Tender Fee (in the form of Demand Draft/Bank Draft) as per details mentioned in the Tender Notification.

- 1.5** Tender fee shall be payable in the form of Demand Draft [DD] or Bank Draft drawn in favour of Accounts Officer, ISRO Satellite Centre [ISAC] payable at Bengaluru. No other mode of payment for tender fee is acceptable. Tenderer's name/Firm's Name and Tender Number shall be indicated on the reverse side of the Demand Draft/Bank Draft. The Demand Draft/Bank Draft drawn in favour of ISAC towards Tender Fee shall not be dated prior to the date of publication of Tender Notification. In the event the Demand Draft or Bank Draft has been issued prior to the date of publication of Tender Notification, such offer[s] shall be invalid and will not be accepted.
- 1.6** In case of two-part tender, the Demand Draft towards Tender Fee should be sent along with Technical Bid only. At the time of opening tender, if the offer does not contain tender fee in the Technical Bid, the same will be treated as incomplete and such offer[s] will be invalid and rejected.
- 1.7** In the event Tenderers request for Tender Documents by post, the postal envelope must be marked as "Request for Tender Documents".
- 1.8** If the tender opening date happens to be on an unidentified Holiday due to any reason, including Force Majeure, tender(s) shall be opened on the next working day.
- 1.9** Tenderers shall submit quotations only in sealed envelopes, super-scribing the Tender Number and the due date of opening of the tender. The Tender shall be complete in respect of all technical specifications, instructions, drawings, 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 shall not be accepted.**
- 1.10 (a)** Tenderers shall quote Prices in Indian Rupees Only for Indigenous Stores in accordance with the Price Template.

(b) Similarly, Tenderers shall quote Prices for the Imported Stores in Foreign Currency in accordance with in Price Template.

- 1.11 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.
- 1.12 Samples, if called for, should be submitted free of charges by the Tenderers and ISRO Satellite Centre [ISAC] 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.
- 1.13 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.
- 1.14 **Specifications:** 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 confirm to ISRO Satellite Centre [ISAC] Specifications, Deviations, if any, should be clearly indicated by the Tenderer in their quotation. The tender should also indicate the Make/Type number of the Stores offered and provide catalogues, technical literature, and samples, wherever necessary along with the quotations. Test Certificate wherever necessary should be forwarded along with Supplies. Whenever options are called for in our Specifications, the Tenderer should address all such options. Wherever specifically mentioned by us, the Tenderer could suggest changes to specifications with appropriate justification for the same.
- 1.15 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 six 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.

1.16 The Tenderer should provide along with his tender the name of his Bankers, if required by ISRO Satellite Centre [ISAC], Bengaluru.

1.17 ISRO Satellite Centre [ISAC] 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

1.18 Earnest Money Deposit [EMD]:

The Tender should be accompanied with an Earnest Money Deposit [EMD] for a prescribed amount wherever called for in the covering sheet of Notice Inviting Tender [NIT]. Foreign Tenderers, registered Tenderers and those Tenderers who have applied for renewal of registration, Central PSUs/PSEs /Autonomous Bodies, Micro and Small Enterprises, KVIC, etc., are exempted from payment of EMD. The said Earnest Money Deposit shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of Accounts Officer, ISAC payable at Bengaluru from any Scheduled bank or Bank Guarantee from any Nationalized or Commercial scheduled banks in the enclosed format. The EMD of the unsuccessful Tenderers will be returned to them within 30 days from the date of the award of the Contract to the successful Tenderer. The EMD will be forfeited if the Tenderer withdraws or amends or impairs or derogates from the Tender in any respect within the validity period of the Tender. EMD shall be submitted in a single installment through Account Payee Demand Draft/Bankers Cheque/Fixed Deposit Receipts or Bank Guarantee from Nationalized or Scheduled Bank. The Bank Guarantee shall be valid for 45 days beyond the Tender validity date. No interest will be payable by ISAC on the said amount covered under EMD/any other Security Deposit.

Any Tender not accompanied with EMD shall be treated as invalid tender and rejected. Tenderers seeking exemption from payment of EMD shall submit necessary proof like Registration number, etc. **For E-procurement Public Tender[s], such of those Tenderer[s] who are registered with ISRO/ISAC web portal under e-mode are exempted from payment of Earnest Money Deposit.**

2.0 INSTRUCTIONS TO E-PROCUREMENT TENDERERS [APPLICABLE ONLY FOR ONLINE TENDERS]:

2.1 ISRO Satellite Centre has implemented e-tender system to obtain quotations through **ONLINE**. ISAC invites offer[s] through e-tender portal <https://www.eprocure.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. Tenderers need to have Digital Signature Certificate as detailed on ISAC 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 ISAC.**

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

2.3 No Tender fee shall be payable for submission of tender through e-procurement.

2.4 Foreign Tenderers, Registered Tenderers or Tenderers who have already applied for Renewal of Registration, Central PSUs/PSEs/Autonomous Bodies, Micro and Small Enterprises, KVIC, National Small Industries Corporation etc., shall be exempt from the payment of EMD.

- 2.5 Bid Securing Declaration:** The Tenderers/Bidder have to sign a Bid Securing Declaration accepting that if the Tenderer[s] withdraw or modify their Bids during the period of validity, or if they are awarded the Contract and they fail to sign the Contract, or fail to submit a Performance Security before the deadline stipulated in the request for Bid Documents, they will be suspended for the period of 5 years and such Tenderer[s] will not be eligible to submit Bids for Contracts with the entity that invited the Bids.
- 2.6 The Quotation should be valid for 180 days from the date of opening of the tender.**
- 2.7** Quote should be submitted in Single Part/Two Parts as specified in the Tender Enquiry.
- 2.8** The Tender Enquiry contains technical requirements and specification. The detailed technical specification along with Commercial Terms and Conditions of your offer should be covered in Technical Bid i.e. Part-1 [Technical and Commercial] and Part -2 [Price Bid].
- 2.9 Specification:** 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 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.
- 2.10 In the case of Two Part Tender, Price details should NOT be disclosed in the Part-1 [Technical and Commercial Bid] 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.**

- 2.11** In case of 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.
- 2.12** Prices are required to be quoted according to the units indicated, in the **Part-2 [Price Bid] only.**
- 2.13** 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.
- 2.14** GST/or Other Duties/Levies where leviable and intended to be claimed should be distinctly shown separately in the Tender.
- 2.15** For the Procurement/providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST.
- 2.16** Samples, if called for, should be submitted free of charges by the tenders and the Purchaser 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.
- 2.17** 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.

- 2.18** In order to avail of the benefits extended by Government of India to the Micro and Small Enterprises [MSEs] in respect of Goods and Services will be as per provision of the policy, MSEs registered with District Industries Centre [DIC] or Khadi and Village Industries Commission [KVIC] or Khadi and Village Industries Board [KVIB] or Coir Board or National Small Industries Commission [NSIC] or Directorate of Handicrafts and Handlooms or Udyog Adhar Memorandum, 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.
- 2.19** The document solicited from Tenderer should be submitted online. Document has to be a single PDF file and attached online.
- 2.20** 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.
- 2.21** 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.
- 2.22** 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.
- 2.23** ISRO Satellite Centre [ISAC] 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 Tenderers shall supply the same at the rates quoted.

- 2.24** 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.
- 2.25** 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
- 2.26** 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.
- 2.27** 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.
- 2.28** The Tenderer should supply along with his tender the Name of his Bankers, if required by ISRO Satellite Centre [ISAC].
- 2.29** ISRO Satellite Centre [ISAC] reserves the right to place order on the successful Tenderers for additional quantity at the rates quoted or as mutually agreed for 18 months from the date of release of Original Order.
- 2.30** If ISRO Satellite Centre [ISAC] disqualifies the Tenderer from the tender process prior to the awarding of the Project, the Earnest Money Deposit (EMD)/ 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 Tenderers/Tenderer understand and agree that this will be in addition to the disqualification and exclusion of the Tenderers/Tenderer as may be imposed by ISRO Satellite Centre [ISAC].

The Terms and Conditions under Chapter-2, below is common for both OFFLINE TENDERS [MANUAL MODE] and ONLINE TENDERS [E-PROCUREMENT].

Chapter-2

Terms and Conditions:

1. **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
 - 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.
 - d) **"Contractor"** shall mean the individual, firm, 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.
- 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 Purchaser's letter or notification conveying its acceptance of the tender, subject to such conditions as may have been stated therein.
- 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 Sr. Head/Head, Purchase and Stores, ISRO Satellite Centre [ISAC] Bengaluru or his successors or assigns.
- 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.
- 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.

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

Words importing persons or parties shall include firms, corporations and organizations having legal capacities.

Words indicating male gender shall also include the female or neuter gender, and vice versa, where the context so requires.

2. Contract Agreement:

The Tenderer shall enter into a Contract Agreement with the Purchaser within 45 (Forty Five) days from the date of Letter of Award or within such extended time, as may be granted by Purchaser failing which no payment shall be released to the Contractor. The cost of stamp paper/s, stamp duty, registration, if applicable on the Contract, shall be borne by the Contractor. In case, the contractor does not sign the Agreement as above or fails to start the work within 10 (Ten) days of the issue of Letter of Award, his earnest money is liable to be forfeited and Letter of award consequently will stand withdrawn.

3. 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.

4. 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, as provided in PURCHASER website, 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 carryout 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.

5.0 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.

6.0 Goods and Service Tax:

Government of India has implemented Goods and Services Tax [GST] w.e.f 01.07.2017. The Tenderer[s] should mandatorily posses a valid GSTIN along with the GST Registration Certificate. Please send duly self attested certificate of GST Registration along with offer[s], in the absence of which your offer[s] will be invalid and shall not be considered

6.1 Concessional Goods and Services Tax:

ISRO Satellite Centre [ISAC], Bengaluru is eligible for availing Concessional GST in terms of following Notifications issued by Government of India and Government of Karnataka for the procurement of Goods against production of Certificate issued by an Officer not below the rank of Deputy Secretary to Government of India certifying that the Goods being procured will be used for Research purposes only.

Sl.No	Notification No		Concessional GST
1	i	Government of India, Ministry of Finance, Department of Revenue, Notification No. 45/2017- Central Tax [Rate] dated 14.11.2017	CGST @ 2.5%
	ii	Government of Karnataka, Finance Secretariat, Notification [45/2017] No. FD 48 CSL 2017, Bengaluru dated 14.11.2017	SGST @ 2.5%
2	Government of India, Ministry of Finance, Department of Revenue, Notification No. 47/2017- Integrated Tax [Rate] dated 14.11.2017.		IGST @ 5%

Tenderers are here by requested to take note of this aspect and submit the Quotation for availing the Concessional GST by ISAC. The necessary Certificate for availing concessional GST shall be issued along with the Purchase Order.

7.0 **Customs Duty:**

ISRO Satellite Centre, Bengaluru is completely exempted from payment of Customs Duty vide Notification No.12/12-Cus dated 17.03.2012 superseded by Notification No. 50/17-Customs dated 30.06.2017. 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.

8.0 **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

9.0 Clarification regarding contents of the Bids:

9.1 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.

9.2 However, at the time when tenders are under consideration, the Tenderers are advised to refrain from contacting by any means, either ISAC and/or their employees/representatives on matters related to the tender which are under consideration

9.3 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 /permitted.

10.0 Bank Guarantee towards Free Issue Materials (FIM):

10.1 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 ISAC's 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. **Adherence to this Clause is compulsory or otherwise the Tender will be rejected.**

10.2 In the case of Public Sector Undertaking, Public Sector Enterprises and Government Organization, Indemnity Bond [IB] together with Insurance shall be considered in place of BG.

10.3 For Fabrication of items, in case FIM issued by ISAC, the Supplier should quote the rates considering the Scrap Materials generated and taken over by Supplier.

11.0 **Payment Terms:**

11.1 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

11.2 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.

12.0 **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 ISRO Satellite Centre [ISAC].

13.0 **Terms of Payment in case of Overseas Supplier[s]:**

13.1 Being a Government of India Department, ISRO Satellite Centre [ISAC] shall consider Sight Draft and Letter of Credit Payment Term which shall be 90% against shipment and balance 10% after Receipt, and Acceptance of items at ISRO Satellite Centre [ISAC] [Installation, Testing, Commissioning and Training if any].

13.2 The Sight Draft/Letter of Credit will be operative on presentation of the following documents.

1. Original Airway Bill/Bill of Lading.
2. Commercially Certified/Signed Invoices in Triplicate describing the Stores delivered, Quantity Unit Rate and their Total Value. The Invoice should indicate the discounts, if any and Agency Commission separately
3. Packing List showing individual Dimension and Weight of the Packages.
4. Country of Origin Certificate can be declared on the Invoice.
5. Test Certificate, if any.
6. Declaration by the Contractor that the contents in each case are not less than those entered in the Invoices and the quality of the Stores are guaranteed as per the specification asked by the Purchaser.
7. Warranty and Guarantee Certificates.

14.0 Bank Charges in the case of Overseas Supplier[s]:

14.1 All Bank Charges Payable within India shall be borne by Purchaser. Similarly, all Bank Charges Payable outside India shall be borne by the Supplier. All Taxes and Duties payable in India will be borne by the Purchaser. Similarly all Taxes and Duties payable outside India shall be borne by the

Tenderer/Contractor.

14.2 Taxes and duties, applicable as per the Indian Tax Laws in respect of transactions between the Purchaser and Tenderer and as incorporated in the Contract will be paid against documentary evidence and as required by Indian Tax Laws.

15.0 Packaging:

15.1 The Contractor wherever applicable shall pack all Stores in crates or cartons for Sea/Air worthy shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damages and deterioration in transit by road, Rail or Sea for Space Qualified Stores. The Contractor[s] shall be held responsible for all losses and damages caused due to improper packaging or shipment.

15.2 The Contractor shall ensure that the label on each Box/Unit of Shipments is legible and marked properly for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

15.3 The Contractor shall notify the Purchaser of the date of Shipment from the Port of Embarkation as well as the expected date of arrival of such shipment at the designated Port of Arrival.

15.4 The Contractor shall give complete shipment information concerning the Weight, Size, description and content of each packages, etc. Trans-shipment of Stores shall not be permitted except with the prior written permission of the Purchaser.

15.5 Apart from the dispatch documents negotiated through Bank/s, the following documents shall also be airmailed to the Purchaser within 7 days from the date of shipment by Sea and within 3 days in case of Air Consignment:

1. Commercial Bill of Lading/Airway Bill, Post Parcel Receipt [Two Negotiable Copies].
2. Invoice [3 Copies]
3. Packing List [3 Copies].
4. Test Certificates [3 Copies].
5. Certificate of Origin as declared in the Invoice.
6. Warranty/Guarantee Certificate. Contractor shall also ensure that one copy of the Packing List is enclosed in each Case/Box.

Indian Customs Authorities have imposed late filing charges. Therefore, Suppliers are requested to inform the dispatch particulars well in advance by e-mail to enable the Purchaser for arranging necessary clearance from Customs and to avoid payment of late filing charges.

16.0 Performance Security [PS]:

16.1 Within 20 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 10% only of the Contract value to ensure due Performance of the Contract including the fulfillment of the Warranty obligation. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Tenderer's failure to complete his obligations under the contract. The Purchaser shall discharge the performance security bond after completion of Tenderer's performance obligations including the warranty and post-warranty obligations under the contract.

16.2 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 Accounts Officer, ISRO Satellite

Centre [ISAC], Bengaluru. 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 with a **"NO CLAIM CERTIFICATE "** issued by Contractor as per our Specimen enclosed. **Adherence to this clause is compulsory or otherwise, the Tender will be rejected.**

16.3 In the event the Contractor fails to furnish the Performance Security within 20 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 Contractor's risk, cost and liability. The Earnest Money Deposit, if any executed shall be forfeited and appropriate penal and legal action shall be initiated.

16.4 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. MSMEs Policy provides benefits to Supply Tender Set Free of Cost and Exemption from payment of Earnest Money Deposit etc. However, policy does not provide benefits for Exemption from Performance Security. The benefit will be extended to MSEs upto the monetary ceiling fixed by MSME

17.0 **High Sea Sale:**

Tenderers submitting offer[s] against High Sea Sale Trade, the Price of such offers should be in Indian Rupees only and shall be inclusive of Freight and Customs Clearance Charges for delivery up to ISRO Satellite Centre, Bengaluru. The offers shall be Firm, Fixed Price.

In the event the Tenderers submit the Quotation in Foreign Exchange [FE] for High Sea Sale Trade, the Payment shall be released in equivalent Indian Rupees on the basis of Bills Selling Rate prevailing on the date of payment made to the Principal.

No GST or any other Taxes will be applicable for High Sea Sale. However, GST will be applicable in case of Services.

18.0 Import License:

All Imports are being covered under Free Importability under Para 2.1 of Chapter-2 of EXIM Policy 2015-2020 of Government of India. No separate Import License is required. If it is required subsequently, Department of Space/ ISRO Satellite Centre [ISAC] will obtain necessary Import License. Similarly, if Export License is required, the Tenderer[s] shall mention the same while submitting the offer.

19.0 Address of Indian Agent:

In case of the overseas Supplier, please mention the Name and complete Postal Address of their Indian Agent with necessary details regarding Type of Relationship, Proof of Certificate if any. Address of OEM/Foreign Supplier.

The Indian Agent /Indian Representative submitting the Quotation on behalf of Foreign Principal's should invariably enclose the Foreign Principal's Quotation/Proforma Invoice besides the indicating the Agency Commission payable to the Indian Agent along with nature of after sales Service to be rendered by Indian Agents.

In support of the above, a copy of the Agency Agreement between the Foreign Principal's and the Indian Agent with precise relationship and mutual interest in the business shall be submitted along with Offer.

20.0 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.

21.0 Mode of Dispatch:

a. For Air Consignments:

Stores should be dispatched by Air Freight through Purchaser nominated freight forwarder as per the delivery terms and mode of dispatch mentioned in the Purchase Order. A copy of the Invoice and Packing List should be kept inside each of the package. **Port of Entry KEMPEGOWDA INTERNATIONAL AIRPORT, BENGALURU, INDIA.**

b. For Sea Consignments:

The Stores should be dispatched by Ocean Freight by First Class Indian Flagged Vessel or Conference Vessel on Freight Collect basis as per the delivery terms and mode of dispatch mentioned in the Purchase Order. A copy of the Invoice and Packing List should be kept inside each of the package. **Port of Entry shall be "CHENNAI, INDIA". The Port of Ultimate Destination shall be "INLAND CONTAINER DEPOT [ICD, BENGALURU]".** The Customs Clearance shall be arranged at ICD Bengaluru

22.0 Ultimate Consignee:

Senior Purchase & Stores Officer [Stores], ISRO Satellite Centre, P.B.No.1795, HAL Airport Road, Vimanapura Post, Bengaluru 560 017, India.

23.0 Shipping Marks:

The Marks on the Shipping Documents such as Invoice, Bill of Lading/Airway Bill and on the packages should be as follows:

Purchase Order No:	Date:
GOVERNMENT OF INDIA Department of Space/ ISRO Satellite Centre Bengaluru 560 017 / INDIA	
Destination:	Port of Entry:

24.0 Demurrage:

Contractor shall bear demurrage charges if any, incurred by the Purchaser due to delayed presentation of shipping documents to the Bankers within reasonable time [and in any event within 7 days] from the date of Bill of Lading for Sea Consignments and within 3 days from the date of Air Way Bill for Air Consignments.

25.0 Insurance of the Stores:

No Insurance is required at ISRO Satellite Centre [ISAC] cost. The Contractor shall be responsible for insuring the Stores wherever considered necessary. The Contractor shall however, be responsible for notifying to the Purchaser or the Insurer nominated by the Purchaser, the complete details of the proposed shipments including the value of each shipment and other relevant data immediately after shipment, to enable the Purchaser or the Insurers to arrange for the issuance of the Insurance Policy, if required. The necessity or otherwise of Insurance will be as indicated in the Purchase Order.

26.0 Inspection and Acceptance Tests:

The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect examine and test at the Contractor's 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 Purchaser's 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 Purchaser's representative to carry out the tests efficiently.

When the Stores have passed the specified test, the Purchaser's 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.

27.0 Acceptance of Stores:

a) The Stores shall be tendered by the Contractor for Inspection at such places as may be specified by the Purchaser at the Contractor's own risk, expenses and cost.

b) It is expressly agreed that the acceptance of the Stores contracted for is subject to final approval by the Purchaser, whose decision shall be final.

c) If, in the opinion of the Purchaser, all or any of the Stores that do not meet the performance or quality requirements specified in the Purchaser Order, they will be rejected and the decision as to the rejection by the Purchaser shall be final and binding on the Contractor.

d) 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.

28.0 Contractor[s] Default Liability:

28.1 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:-

a) 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

b) If in the judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this Contract.

28.2 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 32.0 until such reasonable time as may be required for the final supply of Stores.

28.3 If Contract is terminated as provided in Clause 28.0 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.

a) Any completed Stores.

b) 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.

28.4 In the event, the Purchaser does not exercise its right to terminate the Contract as provided in Clause 28.0, 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.

29.0 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 with the responsibilities as per INCOTERMS 2010.

30.0 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:-

- Repair, Replace or rectify such defective Stores and recover extra cost so involved from the Contractor; or
- Terminate the Contract for default as provided under Clause 28.0 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.

31.0 Force Majeure:

31.1 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.

31.2 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.

31.3 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.

32.0 **Delay in Completion/Liquidated Damages:**

32.1 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. **Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.**

32.2 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.

33.0 Erection of Plant, Machinery and Installation of Software:

33.1 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.

33.2 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.

34.0 Warranty/Guarantee:

a) 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.

b) 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.

c) 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.

d) 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 24 months from the date of handing over of such replaced/repared stores in complete and satisfactory condition to the Purchaser.

e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof, on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 Months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor. The Warranty/Guarantee certificate has to accompany the shipment.

f) All the replacement Stores shall also be guaranteed for a period of 12 months from the date arrival of Stores at Purchaser's site.

g) Even while the 12 months guarantee applies to all Stores in case where a greater period is called for by our Specifications then such a specification shall apply, in such cases the period of 12 months referred to in Clause 34.0 [a] and [g] shall be the 'asked for' guarantee period plus 2 Months.

35.0 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 ISRO Satellite Centre [ISAC].

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 P.O/Contract.

g) If the Contractor becomes bankrupt or otherwise insolvent.

h) Owing to deficiency of service, breach of Contract

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.

j) To terminate the Purchase Order/Contract at any time by giving 30 days prior notice.

36.0 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.

37.0 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.

38.0 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 Purchaser's 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.

39.0 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 Director, ISRO Satellite Centre, Bengaluru in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bengaluru. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The "Seat" for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be "English" only.

Work under the contract shall be continued by the Tenderer 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 works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained. **Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.**

40.0 Arbitration with Overseas Supplier:

In the event of any dispute or difference arising out of or in connection with this Purchase Order, such dispute or difference shall be settled amicably by mutual consultants or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be

referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules & Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The "Seat" for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be "English" only. **Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.**

41.0 Arbitration with Public Sector Undertakings:

In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in the Department of Public Enterprise under the Permanent Machinery for Arbitration.

42.0 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.

43.0 Applicable Law and Jurisdiction:

The Contract shall be interpreted, construed and governed by the Laws of India and the Courts in Bengaluru City alone shall have exclusive jurisdiction in this regard, to the extent permissible under the Arbitration and Conciliation Act, 1996. **Adherence and acceptance to this Clause is Compulsory or**

otherwise the Tender will be rejected.

44.0 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 fulfillment 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.

45.0 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.

46.0 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.

47.0 Training:

The Contractor shall, if required by the Purchaser, provide facilities for the Practical Training of Purchaser's 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.

48.0 Participation of Indian Agents:

In a Tender, either the Indian Agent on behalf of Principal/OEM or Principal/OEM itself can bid. But both cannot bid simultaneously for same item/product. If an Agent submits bid on behalf of Principal/OEM, the same Agent shall not submit a bid on behalf of another Principal/OEM in the same Tender for the same item/product.

49.0 Purchase Preference to Public Sector Undertakings:

Wherever, Purchase/Price Preference is applicable for Public Sector Undertaking [PSUs], the same will be as per the extant orders of Department of Space.

50.0 Agency Commission:

The amount of Commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent[s] by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from the Indian Agent by applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order/Contract and within 30 days from the date of receipt and acceptance of the Stores. The Contractor shall Invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the Invoice which would be paid to the Indian Agent[s] directly by the Purchaser. However, the Contractor[s] quote should separately reflect the amount of Commission payable to his Indian Agent.

As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian Agents who desired to quote directly on behalf of their Foreign Principals to get themselves enlisted with the Central Purchase Organization [Eg: DGS&D]

51.0 Risk Purchase:

Risk Purchase Clause will be applicable for all Contracts.

52.0 Fall Clause:

52.1 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

52.2 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], 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.

53.0 Limitation of Liability:

53.1 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 Contractor's total liability to the Purchaser, whether in Contract shall not exceed the total amount paid to the Contractor under the Contract.

53.2 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.

53.3 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 Purchaser's total liability to the Contractor, shall not exceed the total amount to be paid to the Contractor under the Contract.

54.0 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.

55.0 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.

56.0 Conditional Discount Offer:

Conditional Discounts Offers will not be considered.

57.0 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.

58.0 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. This is aimed at providing equal opportunity for the parties while taking the decision.

59.0 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.

60.0 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.

61.0 Public Procurement for Start-ups:

The facilities/benefits will be extended for start-ups as per the Guidelines issued by Government of India.

62.0 Government e-Market place [GeM]:

In terms of Rule No.149 of GFR 2017 Purchaser is authorised to procure Goods and Services through Online Government e-Market place [GeM] for common use Goods and Services

63.0 Validity of Offer:

63.1 The offer should be valid for a minimum period of 180 days from the date of opening of the tender.

63.2 The Authority of person signing the Tender, if called for shall be produced.

63.3 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.

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

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

63.6 Permitted Number of Shipment [ONE] only. Any additional shipment will be at suppliers cost. Part shipment is not allowed unless specifically agreed to by the Purchaser.

63.7 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.

63.8 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.

- 63.9** For items having Shelf Life, the same shall be supplied with maximum Shelf Life if order is placed.
- 63.10** Average Financial Turnover for the preceding 03 Financial Years has to be provided by the Tenderer along with the Quotation.
- 63.11** 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.
- 63.12** Self assessment technical and organizational competence to Supply the Stores of this nature and magnitude.
- 63.13** 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.

64.0 **Preparation of Comparative Statement of Tenders:**

If the quoted prices are in different Currencies, it will be converted in to Indian Rupees taking in to account Selling Exchange Rate prevailing on the date of Tender Opening.

- 65.0** While preparing the 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.

66.0 Pre-Delivery Inspection

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

**No Claim Certificate
[on Company Letterhead]**

**Sub: Contract Agreement No. _____
dated _____ for supply of _____**

We have received the sum of Rs. _____
[Rupees _____ Only]
in full and final settlement of all the payments due to us for providing the services of _____ under the above mentioned contract agreement, between us and Government of India. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, on any account, against Procuring entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound the terms and conditions of the contract agreement, as regards performance of the contract.

Your faithfully,

Signatures of Contractor or Officer
authorized to sign the contract
documents On behalf of the
contractor [Company stamp]

Date:_____

Place:_____

SPECIFIC COMMERCIAL TERMS AND CONDITIONS TO BE COMPLIED BY TENDERER[S]

Tenderer[s] will have to follow strict Compliance to our Commercial Terms and Conditions or otherwise, your Tender[s] will be rejected. Further, it is requested to mandatorily submit the Compliance Statement for the below mentioned Specific Terms.

Please do not disclose the Price in an attachment if it is a Two Part Tender.

SL.NO	Purchaser's Specific Commercial Terms	Compliance from Vendor
1.0	<p><u>Taxes</u> : Government of India has implemented Goods and Services Tax [GST] w.e.f 01.07.2017. The Tenderer[s] should mandatorily possess a valid GSTIN along with the GST Registration Certificate. Please send duly self attested certificate of GST Registration along with offer[s], in the absence of which your offer[s] will be invalid and shall not be considered.</p>	
2.0	<p><u>Goods and Services Tax [GST]</u>: All excisable goods leviable there on shall attract applicable Goods and Services Tax [GST]. The same shall be admitted for payment against documentary proof</p>	
3.0	<p><u>Custom Duty</u>: ISRO Satellite Centre, Bengaluru is completely exempted from payment of Customs Duty vide Notification No.12/12-Cus dated 17.03.2012 superseded by Notification No. 50/17-Customs dated 30.06.2017. 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</p>	

	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.	
4.0	<p><u>Delivery Terms [Imports]:</u> We have our official Nominated Freight Forwarder for picking up the cargo from Ex-works. Hence, Tenderer[s] is hereby requested to quote Ex-works [packed] Prices as per INCOTERMS 2010.</p> <p><u>Delivery Terms [Indigenous Supply]:</u> Tenderer[s] is requested to quote the Price[s] [Basic Price of item, Packing, Forwarding and Freight, Insurance and Handling Charges if any] up to ISAC/ISITE, Bengaluru.</p>	
5.0	<p><u>Delivery Date/Completion Date:</u> Delivery is the essence of the Contract. Tenderer[s] are hereby requested to mention the Firm Delivery Date/Completion Date.</p>	
6.0	Packing and Forwarding Charges if any	
7.0	Freight Charges if any	
8.0	Insurance Coverage if any	
9.0	Mode of Despatch	
10.0	Whether Export Licence Required	
11.0	<p><u>Payment Terms- For Indigenous:</u> Our Standard Payment Terms is 100% payment within 30 days after Receipt and Acceptance of Stores at ISAC.</p> <p><u>Payment Terms-For Imports:</u> Being a Government of India</p>	

	<p>Department, ISAC shall Consider Sight Draft/Letter of Credit Payment Term which shall be 90% against shipment and balance 10% after Receipt and Acceptance of Stores at ISAC [Installation, Testing, Commissioning and Training if any]</p> <p>Advance Payment will not be considered. In case of any Advance Payment, it shall be supported by an Equivalent Bank Guarantee from a Nationalised Bank of RBI valid till receipt of the Final Product/Stores.</p>	
12.0	<p>Bank Charges: Tenderer[s] are hereby requested to take note that "All Bank Charges inside India shall be borne by the Purchaser". Similarly, "All Bank Charges outside India shall be borne by Contractor".</p>	
13.0	<p>Agency Commission if any: Tenderer[s] shall mention the percentage [%] of Agency Commission included in the quoted Price payable to the Indian Agent in equivalent Indian Rupees on the basis of TT buying rate of exchange prevailing on the date of placement of Purchase Order.</p>	
14.0	<p>Performance Security [PS]: The Successful Tenderer[s] shall execute Performance Security for 10% of the value of the PO/Contract towards satisfactory execution of the PO/Contract including fulfilment of Warranty obligations. The Performance Security shall be executed through Account Payee Demand Draft/ Bankers</p>	

	<p>Cheque/Fixed Deposit Receipts or Bank Guarantee issued by a Nationalized Bank/ Scheduled Bank valid till the completion of all the contractual obligations. The BG shall be executed on a Non-judicial stamp paper of appropriate value as per our specimen.</p> <p>In case the successful Tenderer[s] fails to furnish the Performance Security within 20 days after the receipt of PO or on signing of the Contract or any extension thereof, the Purchase Order/Contract shall be cancelled or terminated. The EMD if any, executed shall be forfeited and appropriate penal action shall be initiated. The performance Security will not carry any interest and shall be returned after completion of all the contractual obligations. Central Public Sector Undertakings [PSUs]/ Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of Performance Security [PS], and instead, an Indemnity Bond shall be executed in lieu of PS.</p>	
15.0	<p><u>Warranty/Guarantee:</u> Tenderer[s] are requested the Indicate Applicable Standard Warranty/Guarantee Period. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To and Fro Freight Charges.</p>	
16.0	<p><u>Liquidated Damage:</u> The time and date stipulated in the contract for completion of the work shall be deemed to be the</p>	

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. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.

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

17.0 **Pre-Delivery Inspection [PDI] [if Required]:** The successful Tenderer[s] has to arrange for

	<p>the necessary PDI of the Stores at the Contractor Factory Premises to enable ISAC Engineers to carry out PDI. The PDI is applicable wherever the RFP document/Scope of Work calls for such an inspection.</p>	
18.0	<p><u>Factory Acceptance Testing [FAT] [if Required]:</u> The successful Tenderer[s] has to arrange for the necessary FAT of the Stores at the Contractor Factory Premises to enable ISAC Engineers to carry out FAT. The FAT is applicable wherever the RFP document/Scope of Work calls for such an FAT.</p>	
19.0	<p>Training if any</p>	
20.0	<p>Tenderer[s] are requested to mention whether Installation, Testing, Commissioning, Demonstration, Acceptance and imparting Training is necessary for the Tendered Stores. <u>Do not mention any price under this column in case of Two Part Tender</u></p>	
21.0	<p><u>Arbitration:</u> <u>a. For Indigenous:</u> 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</p>	

such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by Director, ISRO Satellite Centre, Bengaluru in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bengaluru. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The "Seat" for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be "English" only.

Work under the contract shall be continued by the Tenderer 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 works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained. **Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.**

b. For Overseas Supplier: In the event of any dispute or difference arising out of or in

connection with this Purchase Order, such dispute or difference shall be settled amicably by mutual consultants or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules & Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The "Seat" for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be "English" only. **Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.**

c.For Public Sector Undertakings: In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in the Department of

	Public Enterprise under the Permanent Machinery for Arbitration. <u>Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.</u>	
22.0	<u>Applicable Law and Jurisdiction:</u> Contract shall be interpreted, construed and governed by the Laws of India and the Courts in Bengaluru City alone shall have exclusive jurisdiction in this regard, to the extent permissible under the Arbitration and Conciliation Act, 1996. <u>Non acceptance to this Clause will amount to rejection of the Tender.</u>	
23.0	Validity of Offer [180 Days]	