



भारत सरकार / Government of India
अंतरिक्ष विभाग / Department of Space
समानव अंतरिक्ष उड़ान केंद्र (इसरो)
HUMAN SPACE FLIGHT CENTRE [ISRO]
इसरो मुख्यालय परिसर, न्यू बी.ई.एल. रोड, बेंगलूरु-560094
ISRO HQ Campus, New BEL Road, Bengaluru – 560 094
Phone: +91-080-2217 2670/71, Email: kalpana-hsfc@isro.gov.in

TENDER NOTICE NO. HSFC-PT-02-2025-26

भारत की राष्ट्रपति की ओर से वरिष्ठ प्रधान, क्रय एवं भंडार, एच.एस.एफ.सी., बेंगलूरु निम्न के लिए ऑनलाइन प्रस्तावों को आमंत्रित करती हैं :-

On behalf of the President of India, Sr. Head, Purchase & Stores, HSFC, Bengaluru invites online [email] quotations for the following:

क्र.सं./Sl.No	निविदा संख्या/Tender Number	संक्षिप्त विवरण/Brief Description
1	HSPM 2024-00-1569-01	Bio Compatibility Tests

Date of Tender Release	:	19.03.2025 at 14:00 Hrs
Last Date for downloading of tender documents	:	04.04.2025 at 14.00 Hrs
Due Date for submission of Bid by Post/Courier	:	04.04.2025 at 14.00 Hrs
Due Date for opening of Part-I [Techno-Commercial bid]	:	04.04.2025 at 14.30 Hrs
Due Date for opening of Part-II [Price bid]	:	11.04.2025 at 14:00 Hrs

- ❖ विदेशी विक्रेताओं को प्रस्ताव देने की अनुमति नहीं दी गई है। मेक इन इंडिया नीति के अनुसार केवल श्रेणी- I तथा श्रेणी- II के स्थानीय आपूर्तिकर्ता बोली में भाग लेने के योग्य हैं। ओ.ई.एम. से सीधे प्रस्ताव अथवा विदेशी ओ.ई.एम. की ओर से प्रस्ताव देने वाले एजेंटों को भाग लेने की अनुमति नहीं है / Foreign vendors are not permitted to quote. Only Class-I and Class-II local suppliers as per Make in India Policy are eligible to participate in the bid. Quotations directly from OEM/or from agents quoting on behalf of foreign OEMs are not allowed to participate in this tender.
- ❖ पूर्ण विवरण /कार्य के कार्यक्षेत्र तथा शर्तों एवं निबंधनों आदि के लिए कृपया संलग्न अनुबंध देखें / For full details/scope of work and terms and conditions etc. please see the enclosed Annexure.
- ❖ निविदा दस्तावेज क्रय प्रभाग, एच.एस.एफ.सी. से खरीदे जा सकते हैं और साथ ही, निविदा दस्तावेज इसरो वेबसाइट पर भी उपलब्ध है। इच्छुक निविदाकार, वेबसाइट से डाउनलोड कर सकते हैं और अपने प्रस्ताव, 590/- रु. के निविदा शुल्क के साथ (क्रास किए गए चेक या डिमांड ड्राफ्ट द्वारा) जमा करा सकते हैं। अपना प्रस्ताव भेजते समय लिफाफे पर निविदा संख्या एवं दिनांक लिख दें।

Tender documents can be bought from the Purchase Division, HSFC and are also available on ISRO website Tender documents are available on ISRO website www.isro.gov.in. Interested tenderers may download the same from the website and submit their offer along with Tender fee of Rs. 590/- each (In the form of Crossed Demand Draft). While submitting your offer superscribe Tender No., and due date on the envelope.

- ❖ निविदा शुल्क (गैर-वापसी) को कास किए गए चेक या डिमांड ड्राफ्ट द्वारा लेखा अधिकारी, एच.एस.एफ.सी. बेंगलूर 560094 के नाम जमा कराया जाएगा। निविदा शुल्क का भुगतान किसी अन्य माध्यम से स्वीकार नहीं किया जाएगा। डिमांड ड्राफ्ट के पीछे विक्रेता का नाम एवं निविदा संख्या लिखें।

The tender fees (non-refundable) shall be paid in the form of CROSSED DEMAND DRAFT (MICR DD ONLY) payable at BENGALURU in favour of The ACCOUNTS OFFICER, HSFC, Bengaluru – 560 094. No other mode of payment for Tender fee is acceptable. Vendor name & tender number shall be indicated on the reverse side of the DD.

- ❖ **Bidders shall submit an amount of 1,60,000/- (One Lakh Six Thousand rupees only) with the bid towards Earnest Money Deposit (EMD) which is payable in the form of crossed Demand Draft in favour of The Accounts Officer, HSFC, BENGALURU along with the bid but in a separate cover or along with technical bid. On the back side of the D.D, please write your company's name. Also submit relevant valid documents in case of exemption i.e. MSME, NSIC etc**

- ❖ निविदाकार जो वेबसाइट का उपयोग नहीं करते, वे, सभी कार्य दिवसों में 10.00 से 17.00 बजे के दौरान क्रय एवं भंडार अधिकारी, एच.एस.एफ.सी., न्यू बी.ई.एल.रोड, बेंगलूरु से गैर-वापसी निविदा शुल्क का भुगतान कर निविदा दस्तावेज प्राप्त कर सकते हैं।

Tenderers who do not utilise the website can obtain the Tender documents from Purchase and Stores Officer HSFC, ISRO HQ Campus, New BEL Road, Bengaluru- 560094 on payment of Non-refundable Tender Fee on all working days between 10.00 hours to 17.00 IST hours.

- ❖ डिमांड ड्राफ्ट वेबसाइट विज्ञापन की सूचना के दिनांक से पहले का न हो और प्रत्येक निविदा दस्तावेज के लिए अलग-अलग डी.डी भेजा जाए।

DD should not be dated prior to the date of advertisement intimation/website. Separate DD shall be sent for each tender document.

- ❖ अपेक्षित निविदा शुल्क के बिना प्राप्त निविदा को /अस्वीकृत समझा जाएगा।

Tenders received without the required tender fee will be treated as unsolicited/rejected.

- ❖ सरकारी विभाग, सार्वजनिक क्षेत्र के उपक्रम (केंद्रीय तथा राज्य दोनों), लघु उद्योग जो एन.एस.आई. की सूची में शामिल हैं, एम.एस.ई.के रूप में पंजीकृत तथा के.वी.आई.सी. में पंजीकृत विक्रेता, विदेशी आपूर्तिकर्ता/निर्माता निशुल्क निविदा दस्तावेज के लिए पात्र हैं। भारतीय एजेंट जो विदेशी निर्माता/आपूर्तिकर्ता की ओर से प्रस्ताव जमा करा रहे हैं, वे, अनिवार्यतः निविदा शुल्क जमा करायें।

Govt. Department, PSUs (both Central & State), SSI Units included in the list of NSIC, Vendors registered as MSEs and registered with KVIC, foreign manufacturers/supplier are eligible for free tender documents. Indian agents submitting offers on behalf of foreign manufacturers/suppliers shall mandatorily submit the tender fees.

- ❖ अंतिम तिथि बढ़ाने के अनुरोध पर विचार नहीं किया जाएगा।

No request for extension of the due date will be considered.

- ❖ मुहरबंद प्रस्ताव प्राप्त करने की अंतिम तारीख, प्रत्येक निविदा के प्रति दर्शाये गए दिनांक के भा.मा.समयानुसार 14.00 बजे होगी।

Deadline for the receipt of the sealed offers shall be up to 14:00 hrs IST on the due date mentioned against individual tender.

- ❖ अंतिम तिथि से पूर्व प्राप्त बोली को उसी दिन, निविदाकार/उनके प्राधिकृत प्रतिनिधि के समक्ष 14.30 बजे खोला जाएगी।
Bids received before the deadline shall be opened in the presence of attending tenderers/their authorized representatives on the same day at 14.30 IST hrs.
- ❖ ऊपर दी गई तारीखों में छुट्टी घोषित होने के मामले में, एच.एस.एफ.सी.
In the event any date indicated above is declared as holiday, the next working day at HSFC shall be considered as the due date for receiving & opening of tenders.
- ❖ देर से प्राप्त प्रस्ताव को स्वीकार नहीं किया जाएगा /Late/Delayed offers will not be accepted.
- ❖ यदि शुद्धिपत्र कोई हो तो उसे केवल हमारी वेबसाइट <https://www.isro.gov.in> पर प्रकाशित किया जाएगा। /
Corrigendum, if any will be published in our website: <https://www.isro.gov.in> only.
- ❖ पक्षकार, जिन्होंने समय पर बोली प्रस्तुत कर दी है और निविदा खुलने के समय उपस्थित रहना चाहते हैं तो वे उस तारीख से एक दिन पहले उक्त निविदा के सामने अपने प्राधिकृत प्रतिनिधि का नाम उल्लिखित करते हुए सूचित कर दें। विलंब से प्राप्त या अंतिम क्षण में प्राप्त अनुरोध पर विचार नहीं किया जाएगा। निविदा खुलने के समय आने वाले प्रतिनिधि सरकार द्वारा जारी कोई पहचानपत्र साथ लाएँ। इस पी से संबंधित कोई भी पत्र .टी.kalpana-hsfc@isro.gov.in को भेजा जाए।
Parties, who have submitted bids in time and want to participate in Tender opening, may inform their authorized representative's name one day in advance of the due date indicated against the particular tender. Delayed requests / requests for entry at eleventh hour will not be entertained. Representative shall carry any Government ID for attending tender opening. Any communication pertaining to this PT shall be forwarded to kalpana-hsfc@isro.gov.in
- ❖ वप्रधान., क्रय एवं भंडार, एच.एस.एफ.सी. को किसी भी निविदा को, बिना कारण बताए, अंशतः या पूर्णतः स्वीकार अथवा अस्वीकार करने का अधिकार है। /Senior Head Purchase and Stores, HSFC reserve the right to accept or reject any tenders in part or full without assigning any reason thereof.

हस्ता / -/Sd/-
[वप्रधान., क्रय एवं भंडार / Sr. Head, Purchase & Stores]

Tender Fee & Earnest Money Deposit

1. Tender Fee.

Tender fee of Rs. 590/- (Rs. Five Hundred Ninety Only) The tender fee shall be payable in the form of crossed Demand Draft in favour of The Accounts Officer, HSFC, BENGALURU along with the bid but in a separate cover or along with technical bid. On the back side of the D.D, please write your company's name

Bids received **without Tender Fee** shall be **treated as invalid and shall not be considered.**

2. Earnest Money Deposit.

Bidders shall submit an amount of **1,60,000/- (One Lakh Sixty Thousand rupees only)** with the bid towards Earnest Money Deposit (EMD) which is payable in the form of crossed Demand Draft in favour of The Accounts Officer, HSFC, BENGALURU along with the bid but in a separate cover or along with technical bid. On the back side of the D.D, please write your company's name. Also submit relevant valid documents in case of exemption i.e. MSME, NSIC etc.

The EMD shall be submitted in the form of DD/Banker's cheque/Bank Guarantee/Fixed Deposit Receipt (FDR) made in the name of Accounts Officer, HSFC, and be payable at par at Bengaluru or directly remit through HSFC"NTRP" portal. Proof of remittance shall be submitted along with the bid but in a separate cover or along with technical bid.

Bids received without EMD shall be treated as invalid and shall not be considered.

The following categories of bidders shall be exempt from paying Tender Fee and EMD subject to submission of appropriate documentary evidence with the bid in support thereof (if applicable):

- Vendors already registered / empanelled with ISRO as authorized vendors.
- Central PSUs/PSEs and autonomous bodies
- Micro and Small Enterprises
- Khadi and Village Industries Commission
- National Small Industries Corporation
- Any other establishments specifically exempted from paying EMD by an order of the Government of India.

The EMD of bidders who withdraw their bid during the tender evaluation process shall be forfeited. EMD of unsuccessful bidders shall be refunded without interest after the tender has been awarded, within 30 days of the award of the tender.

EMD of successful Tenderer may be retained and converted to Security Deposit, if applicable."

भारत सरकार
अंतरिक्ष विभाग (अं.वि.)



GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
PURCHASE & STORES

फोन नं Ph No. / Fax. / ईमेल e-mail:
INVITATION TO TENDER
निविदा आमंत्रण

M/s
मेसर्स

00000

Our Ref. No.
हमारी संदर्भ सं.

HSPM 2024-001569-01

Tender Due at 14:00 hrs IST on 04/04/2025
निविदा अंतिम तिथि

महोदय

Dear Sirs,

कृपया निम्नलिखित मदों की आपूर्ति के लिए अनुलग्नक (फार्म सं. संलग्न) में उल्लिखित निबंधन एवं शर्तों के अनुसार संलग्न निविदा प्रपत्र में वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हमारी संदर्भ सं. एवं अंतिम तिथि (मोटे अक्षरों में) ऊपर लिखते हुए अपनी मुहरबंद निविदा प्रस्तुत करें।

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

क्र.सं. Sl. No.	विनिर्देशों सहित मद का विवरण Description of items with Specifications	इकाई Unit	मात्रा Quantity
1	Cytotoxicity test: Qualitative evaluation as per ISO 10993-5 (Details as per Annexure A)	Sample	10
2	Skrin Sensitization Study: Guinea Pig Maximization Test as per ISO 10993-10	Sample	10
3	Intracutaneous Reactivity as per ISO 10993-23	Sample	10
4	Acute Oral Mucosa Irritation Study as per ISO 10993-23	Sample	10
5	Acute Systemic Toxicity as per ISO 10993-11	Sample	3
6	Material mediated Pyrogenicity as per ISO 10993-11	Sample	3
7	Sub Chronic Toxicity (Four Weeks) as per ISO 10993-11	Sample	3
8	Intramuscular/Subcutaneous Implantation study as per ISO 10993-6	Sample	3

सुपुर्दगी स्थल

Delivery At HSFCL Bengaluru

प्रेषण की विधि

Mode of Despatch BY ROAD

शुल्क छूट

Duty Exemptions -

विशेष अनुदेश

Special Instructions NIL

विशेष निबंधन

Specific Terms -

निविदाकारों को अनुदेश

Instructions to Tenderers

- (1) DETAILED SPECIFICATIONS ARE ENCLOSED AS ANNEXURE - 1
- (2) INSTRUCTIONS TO TENDERERS, GENERAL TERMS & CONDITIONS & MANDATORY COMMERCIAL TERMS AND CONDITIONS TO BE COMPLIED BY TENDERER ARE ENCLOSED AS ANNEXURE - 2.
- (3) TENDER NUMBER AND DUE DATE OF THE TENDER SHALL BE MENTIONED ON THE TOP OF THE COVER.
- (4) PLEASE SEND YOUR OFFER TO THE FOLLOWING ADDRESS. PURCHASE & STORES OFFICER, HUMAN SPACE FLIGHT CENTRE, DEPARTMENT OF SPACE, ISRO HQ, NEW BEL ROAD, BENGALURU-560094.

(5) QUOTATION DULY STAMPED AND SIGNED SHALL BE SUBMITTED ONLY BY POST OR BY HAND IN SEALED COVER ON OR BEFORE DUE DATE AND TIME. THE LAST DATE FOR SUBMISSION OF TENDER IS 04 APRIL 2025 at 14:00 IST

(6) QUOTATION RECEIVED BY FAX OR EMAIL SHALL NOT BE CONSIDERED AS VALID OFFER AND WILL NOT BE ACCEPTED FOR EVALUATION.

(7) TENDERERS ARE ADVISED TO SUBMIT YOUR TENDER IN PERSON TO THE AUTHORIZED REPRESENTATIVE OF HSFC ONLY IF THE TENDER DOCUMENT IS BULKY AND CANNOT DROP IN TENDER BOX.

(8) ANY TENDER RECEIVED THROUGH POST OR COURIER NEEDS TO BE DROPPED BY POSTMAN/COURIER PERSON INTO THE HSFC TENDER BOX KEPT NEAR MAIN GATE AT ISRO HQ CAMPUS RECEPTION AREA.

(9) IF THE TENDER DOCUMENT IS DROPPED IN ANY OTHER TENDER BOX OTHER THAN THE HSFC TENDER BOX, IT IS LIABLE TO BE REJECTED.

(10) ACKNOWLEDGEMENT WILL NOT BE PROVIDED FOR TENDERS RECEIVED THROUGH POST/COURIER. TENDERERS ARE REQUESTED TO SUITABLY ADVISE YOUR RESPECTIVE AGENCIES.

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R. K. G. M.
19/3/25

भारत के राष्ट्रपति के लिए एवं ओर से
For and on behalf of the President of India
क्रेता / The Purchaser

Terms and Conditions

1. Scope of work:

1.1. The Party shall carry out following bio-compatibility tests:

S No	Test Method	Test Standard	No. of Samples to be tested
1.	Cytotoxicity Test: Qualitative evaluation	ISO 10993-5	10
2.	Skin Sensitization Study: Guinea Pig Maximization Test (MAGNUSSON-KLIGMAN)	ISO 10993-10	10
3.	Intracutaneous Reactivity	ISO 10993-23	10
4.	Acute Oral Mucosa Irritation Study	ISO 10993-23	10
5.	Acute Systemic toxicity	ISO 10993-11	3
6.	Material mediated Pyrogenicity	ISO 10993-11	3
7.	Sub chronic Toxicity (Four weeks)	ISO 10993-11	3
8.	Intramuscular/Subcutaneous Implantation study	ISO 10993-6	3

- 1.2. Party shall generate detailed test reports for each material.
- 1.3. Turnaround time shall not be more than 11 weeks for item numbers 1 to 6, and not more than 24 weeks for item number 7 to 8, from date of sample receipt.
- 1.4. Payment shall be released after submission of results and certification of completion by GD, LSSG on a *pro-rata* basis for each sample tested.
- 1.5. Validity of the P.O shall be for 3 years.
- 1.6. Up to 30% additional number of tests exceeding the aforementioned numbers can be carried out by making payment on pro-rata basis within the period of three years.
- 1.7. Minor changes in scope of the above studies, if any, during the course of execution of the order may be under taken without any additional cost. If the changes are appreciable (>10%) it may be mutually discussed and agreed upon.
- 1.8. A detailed test plan based on respective ISO standards shall be prepared and submitted to HSFC for review. Party can initiate tests only after obtaining approval from HSFC.
- 1.9. Party shall not subcontract any part of the testing activity without the concurrence of HSFC.
- 1.10. The personnel assigned to perform tests shall be qualified professionally with the requisite skills and expertise to carry out the tests according to the aforementioned ISO standards.

2. ESSENTIAL FACILITIES REQUIRED:

- 2.1. The Laboratory of the party shall be NABL accredited. The party shall produce their NABL accreditation certificate in order to participate in the bidding process. Party without NABL accreditation certificate will not be considered for price bid opening.
- 2.2. The party shall have all the necessary facilities and qualified personnel to carry out the aforementioned tests according to ISO standards.
- 2.3. The details of sub-contracted operations, if any, shall be highlighted in the quotation for assessment and approval of the department. In case of sub-contracting, HSFC personnel


 आर. कल्पना / R. Kalpana
 क्रय एवं भंडार अधिकारी / Purchase & Stores Officer

shall have full access to the sub-contractor site for reviewing documents and test procedures.

2.4. Party shall indicate the details of work that are to be outsourced.

R. Kalpana

आर. कल्पना / R. Kalpana
क्रय एवं भंडार अधिकारी / Purchase & Stores Officer



**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
HUMAN SPACE FLIGHT CENTRE [HSFC]
BENGALURU**

INSTRUCTIONS TO DOMESTIC TENDERERS AND GENERAL TERMS AND CONDITIONS

Chapter – 1

1.0 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.
- 1.2 The Product/Price Preference applicable as per the guidelines of Government of India applicable to MSEs and other agencies shall not be applicable for procurement under Gaganyaan Programme.
- 1.3 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.
- 1.4 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.
- 1.5 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, Human Space Flight Centre [HSFC], Bengaluru reserves the right to assess the capability of the Tenderer to perform the contract keeping in view the overall interest of HSFC. In the event, if the Tenderer's capability and capacity are found to be unsatisfactory; HSFC reserves the right to reject the bid, without assigning any reasons thereof.

- 1.6 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.
- 1.7 **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.
- 1.8 All requirements stated herein below are a minimum and HSFC 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 HSFC, 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 HSFC 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 HSFC even though HSFC may elect to modify or withdraw the invitation to Bid or not to accept the Bid.
- 1.9 At any time prior to the deadline for submission of bids, HSFC 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. HSFC shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Notwithstanding the above, HSFC 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.
- 1.10 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. HSFC 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. HSFC 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.
- 1.11 Public Tender documents will be also be uploaded on the HSFC website i.e. 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.
- 1.12 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.
- 1.13 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.

- 1.14 Tenderers shall quote Prices in Indian Rupees Only for Indigenous Stores in accordance with the Price Template.
- 1.15 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.
- 1.16 Samples, if called for, should be submitted free of charges by the Tenderers and Human Space Flight Centre [HSFC] 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.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 The Tenderer should provide along with his tender the name of his Bankers, Account details if required by Human Space Flight Centre [HSFC], Bengaluru.
- 1.21 Human Space Flight Centre [HSFC] 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.

Chapter - 2

2.0 Public Procurement [Preference to Make in India]

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

2.2 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-B.E-II dated 15.06.2017 as amended by Order No. P-45021/2/2017-B.E-II dated 28.05.2018, Order No. P-45021/2/2017-B.E-II dated 29.05.2019, Order No. P-45021/2/2017-B.E-II dated 04.06.2020, Order No. P-45021/2/2017-B.E-II dated 16.09.2020 and Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol. II [Revision] dated 19.07.2024 and thereafter any amendments issued shall be applicable to preference to Make in India 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 enhancing income, employment and 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: -

2.3 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. Equal to or More than 20% but less than 50% for Class-II Local Supplier.
- iii. Less than 20%: Non-Local Supplier.

2.4 Definition of Local Content:

Local Content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured [excluding net domestic indirect taxes] minus the value of imported content in the item [including all customs duties] as a proportion of the total value, in percent.

2.5 Explanatory Notes for Calculation of Local Content given above:

- a) Imported items sourced locally from re-sellers/distributors shall be excluded from calculation of local content.
- b) The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.
- c) Procurement / Supply of repackaged / refurbished / rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/ refurbished/ rebranded imported products is as follows:
 - i) **Refurbishing** means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.
 - ii) **Repacking** means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

- iii) **Rebranding** means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.
 - d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items [inclusive of taxes] along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
 - e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
- 2.6 **Class-I Local Supplier** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-I Local Supplier i.e. Equal to or more than 50%.
- 2.7 **Class-II Local Supplier** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content less than that prescribed for Class-II Local Supplier i.e. Equal to or More than 20% but less than 50%.
- 2.8 **Non-Local Supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for Class-II Local Supplier i.e. Less than 20%.
- 2.9 **L1** Means the lowest tender or lowest bid or the or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 2.10 **Margin of Purchase Preference** means the maximum extent to which the price quoted by a Class-I Local Supplier may be above the L1 for the purpose of purchase preference.
- 2.11 **Works** means all works as per Rule 130 of GFR-2017, and will also include Turnkey Works.
- 2.12 **Special Treatment for items covered under Production Linked Incentive [PLI] Scheme:**

Definition of Production Linked Incentive Scheme:

- a) The Production Linked Incentive [PLI] Scheme is a part of Indias Make in India initiative that aims to boost domestic manufacturing and exports. The scheme offers incentives to companies to invest in and expand their manufacturing capability with the goal of reducing reliance on imports.
- b) The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class-II Local Supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I Local Supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

2.13 Eligibility of Class-I Local Supplier / Class-II Local Supplier / Non-Local Suppliers for different types of procurement:

- a) In procurement of all goods, services or works where equal to or more than 50% for Class-I Local Supplier, only Class-I Local Supplier shall be eligible to bid irrespective of Purchase value.
- b) Only Class-I Local Supplier and Class-II Local Supplier, as defined in 3.3(a & b) above shall be eligible to bid in procurement except when Global tender enquiry has been issued. In Global Tender enquiries, Non-Local Suppliers shall also be eligible to bid along with Class-I Local Suppliers and Class-II Local Suppliers. In procurement of all goods services or works, not covered by sub-para 3.13(a) above.
- c) For the purpose of this order, Works includes Engineering, Procurement and Construction [EPC] Contracts and Services include System Integrator [SI] contracts.

2.14 Purchase Preference Policy:

2.14.1 In the procurement of Goods or Works, which are divisible in nature, the Class-I Local Supplier shall get purchase preference over Class-II Local Supplier as well as Non-Local Supplier, [required quantity is greater than 1 or not a package basis]. The divisible of Goods or Works shall be as per the following procedure:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I Local Supplier, the contract for full quantity will be awarded to L1.
- b) If L1 bid is not 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. 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 case some quantity is still left uncovered on Class-I Local Suppliers, then such balance quantity may also be ordered on the L1 bidder.

2.14.2 In the procurement of Goods or Works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the Class-I Local Supplier shall get purchase preference over Class-II Local Supplier as well as Non-Local Supplier, as per the following procedure:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I Local Supplier, the contract for full quantity will be awarded to L1.
- b) If L1 is not Class-I Local Supplier, the lowest bidder among the Class-I Local Supplier, will be invited to match the L1 price subject to Class-I Local Suppliers quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I Local Supplier subject to matching the L1 price.

- c) 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 contract shall be awarded accordingly. In case none of the Class-I Local Supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d) Class-II Local Supplier will not get purchase preference.

2.15 Applicability in Tenders where Contract is to be awarded to Multiple Bidders:

2.15.1 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:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) To avoid any ambiguity during bid evaluation process, HSFC 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.

2.16 Exemption of Small Purchases:

Notwithstanding anything contained in Paragraph 3.13 above, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.

2.17 Exemption in Sourcing of Spares and Consumables of Closed Systems:

Procurement of Spare Parts, Consumables for closed systems and Maintenance / Service Contracts with Original Equipment Manufacturer / Original Equipment Supplier / Original Part Manufacturer shall be exempted from Public Procurement [Preference to Make in India] Order.

2.18 Minimum Local Content:

The Local Content requirement to categorize a supplier as Class-I Local Supplier is equal to or more than 50% for Class-I Local Supplier. For Class-II Local Supplier, the Local Content requirement is equal to or more than 20% but less than 50%.

2.19 Margin of Purchase Preference:

The margin of purchase preference shall be 20%.

2.20 Verification of Local Content:

2.20.1 The Class-I Local Supplier / Class-II Local Supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I Local Supplier / Class-II Local supplier, as the case may be. They shall also give details of the location[s] at which the local value addition is made.

2.20.2 In cases of procurement for a value in excess of Rs. 10 Crores, the Class-I Local Supplier/ Class-II Local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company [in case of companies] or from a practicing cost accountant or practicing chartered accountant [in respect of suppliers other than companies] giving the percentage of local content.

2.20.3 The bidder shall give self-certification for local content in the quoted item [goods/works/services] at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice. For cases where it is not possible to provide certification by cost/chartered accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from cost/chartered accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

2.20.4 False declarations will be in breach of the Code of Integrity under Rule 175(1)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

2.21 Any terms and conditions not covered under this chapter needs to be followed as per orders issued by Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade [Public Procurement Section - Preference to Make in India] as per Order No. P-45021/2/2017-B.E-II dated 15.06.2017 as amended by Order No. P-45021/2/2017-B.E-II dated 28.05.2018, Order No. P-45021/2/2017-B.E-II dated 29.05.2019, Order No. P-45021/2/2017-B.E-II dated 04.06.2020, Order No. P-

45021/2/2017-B.E-II dated 16.09.2020 and Order No. P-45021/2/2017-PP (BE-II)-Part(4)
Vol. II [Revision] dated 19.07.2024 and as amended from time to time.

Tenders while self-declaring the local content for tendered item should not consider the cost of Transportation, Insurance, Installation, Commissioning, Training and After Sales Service support like AMC/CMC etc.

Formula to Calculate Local Content:

Local content = (Sale price - Value of imported content) * 100/ Sale price

Where, Sale price means price excluding net domestic indirect taxes and Value of imported content means price of imported content inclusive of all customs duties.

Formula to Calculate Local Content involving Supply of Multiple Items:

In case of bids requiring supply of multiple items (say X_1 , X_2 and X_3) by a single bidder, the local content in the bid shall be

Local content = $\frac{((\text{Sale price of } X_1 - \text{Value of imported content in } X_1) + (\text{Sale price of } X_2 - \text{Value of imported content in } X_2) + (\text{Sale price of } X_3 - \text{Value of imported content in } X_3)) * 100}{(\text{Sale price of } X_1 + \text{Sale price of } X_2 + \text{Sale price of } X_3)}$

Chapter - 3

Countries Sharing Land Border with India

3.0 Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.

Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division vide Order (Public Procurement No.4) No. F.7/10/2021-PPD dated 23.02.2023 and as amended from time to time are applicable for Countries Sharing Land Boarder with India.

Eligibility conditions to participate Tender in HSFC for Countries Sharing Land Border with India:

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.

3.1 Requirement of Registration:

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No.4) No: F.7/10/2021-PPD dated 23.02.2023.

- 3.2 Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annexure I of Order (Public Procurement No.4) No: F.7/10/2021-PPD dated 23.02.2023. The requirement of registration for bidders covered under Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be applicable for all procurements where tenders are issued/published after 01.04.2023.

Definitions:

- 3.3 **Bidder** for the purpose of the Order (including the term tenderer, consultant vendor or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 3.4 **Tender** for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
- 3.5 **Transfer of Technology** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently- (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final).

3.6 **Specified Transfer of Technology** means a transfer of technology in the sectors and/or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

3.7 **Bidder (or entity) from a country which shares a land border with India** for the purpose of the Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

3.8 **Beneficial owner for the purposes of Para 4.7 (d) will be as under:**

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

- a) Controlling ownership interest means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) Control shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 3.9 **Agent** for the purpose of this Tender is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

- i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

3.10 **Sensitive Sectors/Technologies:**

Human Space Flight Centre being a Category-I Sensitive Sector. Bidders with Transfer of Technology arrangement in any technology with any entity from a country which shares a land border with India shall require registration.

3.11 **Sub-contracting in Works Contracts:**

In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

3.12 **Certificate regarding Compliance:**

An undertaking shall be taken from bidders in the tender documents as per (Annexure III of Order (Public Procurement No.4) No. F.7/10/2021-PPD dated 23.02.2023) that the extant guidelines for participation in the tenders. If such undertaking given by a bidder whose bid is accepted is found to be false, further legal action in accordance with law will be initiated by the Department.

3.13 **Validity of Registration:**

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

3.14 **Model Certificate for Tenders:**

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 DPIIT, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached].

3.15 **Model Certificate for Tenders for Works involving possibility of sub-contracting:**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such

countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

3.16 Model additional Certificate by Bidders in the cases of Specified ToT:

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

- 3.17 The bidders, who have beneficial ownership in countries which share land border with India and intend to participate in public procurement in India, shall directly approach the DPIIT for Registration as per Format as Appendix A. Bidders are also required to submit application for Security Clearance as per the Format as Appendix B. The Appendix A and B Format are available in DPIIT website [i.e. www.dipp.gov.in] vide Office Memorandum No. P-45021/112/2020-PP (BE-II (E-43780) dated 24.08.2020. Complete application containing both Registration and Security Clearance formats duly filled in, may be directly submitted in the Office of Joint Secretary [MKN], DPIIT, Room No. 236A, Udyog Bhawan, New Delhi. The registration granted by DPIIT shall be only for the purpose of bid participation under Rule 144[xi] of General Financial Rules, 2017.

**Land Border Sharing Declaration
(To be submitted in the bidders letter head)**

In-line with Department of Expenditures (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 and F.No. 7/10/2021-PPD(1) dated 23.02.2023

Tender Number: _____

Item Description/Job: _____

I/ we have read the clauses pertaining to Department of Expenditures (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 and F.No. 7/10/2021-PPD(1) dated 23.02.2023) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder Name of the Bidder _____ is / are

- a) Not from such a country and eligible to be considered for this tender.

OR

- b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)
(Signature, date & seal of authorized representative of the bidder)

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.
 - 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, 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.
 - 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, Human Space Flight Centre [HSFC] 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.
- 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.

4.1 **Scope of Work**

Scope of work is enclosed as Annexure-1

4.2 **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 and the same stands withdrawn.

4.3 **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.

4.4 **Prices:**

Tenders offering Fixed Prices will be considered. No price variation will be accepted upto a period of three [03] years.

4.5 **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 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

Concessional Goods and Services Tax:

Human Space Flight Centre [HSFC], 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 launch vehicles, satellites and payloads only.

SI No	Notification	Concessional GST
1	i Government of India, Ministry of Finance, Department of Revenue, under S. No. 243A [now 243B] vide Notification No. 6/2018-Integrated Tax [Rate] dated 25.01.2018 and as amended vide Notification No. 24/2018-Integrated Tax [Rate] dated 31.12.2018	CGST @ 2.5%
	ii Government of Karnataka Finance Secretariat, under S. No. 243A [now 243B] vide Notification No. [6/2018] No. FD 48 CSL 2017, Bengaluru Dated 25.01.2018 and as amended as Notification No. [24/2018] No. FD 48 CSL 2017, Bengaluru Dated 31.12.2018	SGST @ 2.5%
2	Government of India, Ministry of Finance, Department of Revenue, under S. No. 243A [now 243B] vide Notification No. 7/2018-Integrated Tax [Rate] dated 25.01.2018 and as amended vide Notification No. 25/2018-Integrated Tax [Rate] dated 31.12.2018	IGST @ 5%

Tenderers are here by requested to take note of this aspect and submit the Quotation accordingly. Necessary GST Declaration Certificate shall be issued by respective Centres on Demand from the tenderer.

In the event, if the tenderers specifically not mentioned the GST Percentage or GST Amount while submitting their offer it will be deemed and considered as the prices quoted by the tenderers are inclusive of GST.

4.6 **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.

4.7 **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 HSFC 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/permitted.

4.8 **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.

4.9 **Terms of Payment :**

Payment shall be released after submission of results and certification of completion by GD, LSSG on pro-rata basis for each sample tested.

4.10 **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.

4.11 **Security deposit [SD]:**

The Contractor shall execute Security Deposit for 3% [Three Percent] value of the Purchase Order to ensure satisfactory Performance of the Contract. The Security Deposit shall be executed within 15 days after Receipt of Purchase Order or any extension thereof. The Security Deposit is to be furnished in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from a Nationalized Bank/Scheduled Bank. The Bank Guarantee must be valid for the entire Contract Period and an additional period of 60 days beyond the completion entire supply of stores. The Security Deposit shall be executed on a Non-Judicial Stamp Paper of appropriate value as per our specimen.

In case the Contractor fails to furnish the Security Deposit within 15 days of Purchase Order or any extension thereof, the Purchase Order shall be Cancelled or Terminated and appropriate penal action shall be initiated. Any breach of the Terms and Conditions of the PO including Delivery Period, Security Deposit shall be forfeited and PO shall be terminated and cancelled at the Contractor's risk, cost and liability. The SD will not carry any interest and shall be returned after completion supply of entire stores.

Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of Security Deposit, and instead, an Indemnity Bond shall be executed in lieu Security Deposit

4.12 **Guaranteed Time of Delivery/Turnaround Time:**

Turnaround time shall not be more than 11 weeks for item Sl. No. 01 to 06 of scope of work under Annexure-1 to tender enquiry and not more than 24 weeks for item number 7 to 8 from the date of receipt of sample.

4.13 **Ultimate Consignee:**

Purchase & Stores Officer [Stores], Human Space Flight Centre, ISRO HQ Campus, Anthariksh Bhavan, New BEL Road Bengaluru-560 094 or any other ISRO Centers/Units as specified in Purchase Order.

4.14 **Insurance of the Stores:**

No Insurance is required at Human Space Flight Centre [HSFC] cost. The Contractor shall be responsible for insuring the Stores wherever considered necessary.

4.15 **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.

4.16 **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.

4.17 **Liquidated Damages:**

If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof, the Purchaser shall 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 a maximum of Ten percent [10 percent] of the Contract price of the unit or units so delayed

4.18 **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 Human Space Flight Centre [HSFC].
- 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.

4.19 **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.

4.20 **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.

4.21 **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.

4.22 **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 Bengaluru in the Arbitration and Conciliation Centre – Bengaluru [Domestic and International] as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The Seat for Arbitration shall be “Bengaluru” 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.

4.23 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.

4.24 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.

4.25 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.

4.26 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.

4.27 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.

4.28 **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.

4.29 **Validity** of Po:

The prices shall be valid for 03 years from the date of release of Purchase Order.

4.30 **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.

4.31 **Conditional Discount Offer:**

Conditional Discounts Offers will not be considered.

4.32 **Lowest Offer:**

The Lowest Offer [L-1] shall be decided based on the item wise L1.

4.33 **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.

4.34 **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.

4.35 **Public Procurement for Start-ups:**

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

4.36 **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.

5.37 **Pre-Delivery Inspection:**

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

5.38 **Additional Quantity [Optional Clause]:**

The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted till final delivery date (or the extended delivery date of the Contract).

5.39 **Validity of offer**

The Offer shall be valid for 120 days from the date of opening of tender.



**HUMAN SPACE FLIGHT CENTRE [HSFC]
BENGALURU**

**SPECIFIC COMMERCIAL TERMS AND CONDITIONS TO BE COMPLIED BY TENDERER[S]
WITHOUT WHICH YOUR OFFER WILL NOT BE CONSIDERED**

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.

SI No	Purchaser's Commercial Terms		Compliance/ Comments by Vendor
01	Delivery Terms - The Quotation should be FOR Destination/Door Delivery Basis		
02	Packing and Forwarding Charges Inclusive/Exclusive [in case of Exclusive please indicate the applicable Percentage]		
03	Delivery Period [Refer Clause No. 1.3 of Scope of Work]		
04	Freight Charges, if any		
05	No Insurance Coverage is required at Purchaser's Cost		
06	Mode of Despatch		
07	Taxes and Duties		
	a	<p>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> <p>In the event, if the tenderers specifically not mentioned the GST Percentage or GST Amount while submitting their offer it will be deemed and considered as the prices quoted by the tenderers are inclusive of GST</p>	
	b	<p>Goods and Service Tax [Intra State] Government of India, Ministry of Finance, Department of Revenue, under S. No. 243A [now 243B] vide Notification No. 6/2018-Integrated Tax [Rate] dated 25.01.2018 and as amended vide Notification No. 24/2018-Integrated Tax [Rate] dated 31.12.2018</p> <p>Government of Karnataka Finance Secretariat, under S. No. 243A [now 243B] vide Notification No. [6/2018] No. FD 48 CSL 2017, Bengaluru Dated 25.01.2018 and as amended as Notification No. [24/2018] No. FD 48 CSL 2017, Bengaluru</p>	

		Dated 31.12.2018	
	c	Goods and Service Tax [Inter State] Government of India, Ministry of Finance, Department of Revenue, under S. No. 243A [now 243B] vide Notification No. 7/2018-Integrated Tax [Rate] dated 25.01.2018 and as amended vide Notification No. 25/2018-Integrated Tax [Rate] dated 31.12.2018	
08	Income Tax - Wherever Installation and Works Contracts are involved Applicable Income Tax will be deducted from the Contractors Bill and necessary Certificate will be issued by Accounts Officer, HSFC		
	Payment Terms		
09	Payment shall be released after submission of results and certification of completion by GD, SSG on pro-rata basis for each sample tested.		
10	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.		
11	Advance Payment Bank Guarantee: Normally 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 valid till receipt of the Final Product/Stores + 60 days.		
12	Security Deposit: The Contractor shall execute Security Deposit for 3% [Three Percent] value of the Purchase Order to ensure satisfactory Performance of the Contract. The Security Deposit shall be executed within 15 days after Receipt of Purchase Order or any extension thereof. The Security Deposit is to be furnished in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from a Nationalized Bank/Scheduled Bank. The Bank Guarantee must be valid for the entire Contract Period and an additional period of 60 days beyond the completion entire supply of stores. The Security Deposit shall be executed on a Non-Judicial Stamp Paper of appropriate value as per our specimen. In case the Contractor fails to furnish the Security Deposit within 15 days of Purchase Order or any extension thereof, the Purchase Order shall be Cancelled or Terminated and appropriate penal action shall be initiated. Any breach of the Terms and Conditions of the PO including Delivery Period, Security Deposit shall be forfeited and PO shall be terminated and cancelled at the Contractor's risk, cost and liability. The SD will not carry any interest and shall be returned after completion supply of entire stores.		
13	Force Majeure/Extension of Time: 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], 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		

	<p>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. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order may be proportionately extended.</p> <p>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 21 days from the date of the occurrence of the force majeure conditions. In the event of delay lasting over 60 days, arising from force majeure causes, the Purchaser reserves the right to cancel the contract without any obligation to compensate the Contractor in any manner. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> <p>Any Certificate issued by the Chamber of Commerce or any other competent authority or organization shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carry out 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.</p>	
14	<p>Liquidated Damage –</p> <p>If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof, the Purchaser shall 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 a maximum of Ten percent [10 percent] of the Contract price of the unit or units so delayed.</p>	
15	<p>Termination and Short Closing of the Contract - Under the normal circumstances, Termination/Short Closing of the Contract are not foreseen. However, HSFC reserves the right to terminate the Contract by giving 30 Days prior notice in the following circumstances: -</p> <p>Due to repeated non-performance in the execution of Contract.</p> <p>If the Contractor fails to deliver the Stores/Services within the stipulated time or any extension thereof, granted by the Purchaser.</p> <p>If the Contractor fails to perform any other obligations under this Contract.</p> <p>If the Contractor becomes bankrupt or otherwise insolvent.</p> <p>Owing to deficiency of Stores/Service, breach of Contract.</p> <p>For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.</p>	

	<p>If the Contractor fails to Honour the whole or any part of Contract including failure to deliver the Stores/Services within the time stipulated in the Contract.</p> <p>If the Contractor is found to have made any false or fraudulent declaration or statement to obtain the Contract or he is found to be indulging in unethical or unfair trade practices.</p> <p>When both the parties agree mutually.</p> <p>Any special circumstances, which must be recorded to justify the cancellation or termination of Contract.</p> <p>To Terminate the Contract wholly or partly without assigning any reason.</p>	
16	Pre-Delivery Inspection [PDI - if Required] - The Successful Tenderer[s] has to arrange for the necessary PDI of the Stores at the Contractor Factory Premises to enable HSFC Engineers to carry out PDI. The PDI is applicable wherever the RFP document/Scope of Work calls for such an inspection.	
17	Tenderer[s] are requested to mention whether Installation, Testing, Commissioning, Demonstration, Acceptance and imparting Training is necessary for the Tendered Stores.	
18	Training Free of Cost at Purchaser's Site, if applicable	
19	Supply and Installation is subject to Purchaser's Acceptance.	
20	Confirm whether you will be able to provide Samples Free of Cost, if called for	
21	Whether Prequalification of your facility procedure completed [if applicable]	
22	Defective/Rejected Items if any are to be replaced Free of Cost.	
23	Arbitration [For Indigenous] - 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 by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre – Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be "English" only.	
24	Jurisdiction - The Courts within Bengaluru will have the Jurisdiction to deal with and deciding any matter arising out of this contract.	
25	Applicable Law - The contract shall be interpreted and construed and governed by the Laws of India.	
26	Language and Measures - All documents pertaining to this Tender including technical specification or any other writings shall be written in English Language. The metric system of measurement shall be used exclusively in this Tender.	
27	Validity of the Offer - Minimum of 120 days from the date of opening the Tender	
28	Validity of Purchase Order: 03 years from the date of Purchase Order	

29	Local Content: Whether Class I or Class II Supplier. If so, please provide the percentage of local content	
30	<p style="text-align: center;"><u>SELF CERTIFICATION BY VENDOR</u></p> <p>[To be submitted along with Technical Offer] This is to certify that the item offered by _____ meets the minimum local content [i.e. Class-I or Class-II Local Supplier] as called for in the tender, having _____ percentage of local content along with the details _____ of _____ the _____ location[s] _____ at _____ which the local value addition is made.</p> <p>The above declared percentage of local content does not include the cost of Transportation, Insurance, Installation, Commissioning, Training and After Sales Service Support like AMC/CMC. etc. Authorized Signatory with seal</p>	
31	Evaluation Criteria: Individual L1 - <i>Individual test type wise L1</i>	
32	Supplier GST No & Indicate HSN/SAC Code	