

भारत सरकार
अंतरिक्ष विभाग (अं.वि.)
समानव अंतरिक्ष उड़ान केंद्र
बेंगलुरु-560094 भारत
समानव अंतरिक्ष उड़ान केंद्र
फोन नं Ph No. 08061458850 / Fax. -- / ईमेल e-mail: hpso-hsfc@isro.gov.in



GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
HUMAN SPACE FLIGHT CENTRE
Doddanekkundi, BENGALURU-560037;
PURCHASE & STORES

निविदा आमंत्रण
INVITATION TO TENDER

मैसर्स
M/s

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हमारी संदर्भ सं
Our Ref. No.

HSMN 2025-001977-01

निविदा अंतिम तिथि
Tender Due at

14:00 hrs IST on 26/08/2026

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. AS PER ANNEXURE)

क्र.सं. Sl. No.	विनिर्देशों सहित मद का विवरण Description of items with Specifications	इकाई Unit	मात्रा Quantity
1	ATD Certification Test Equipment with all necessary Interfacing Fixtures, Accessories & Tool Kits	Nos.	1
2	ATD Test equipment Management console software for all ATDs	Nos.	1
3	ATD Certification management tool	Nos.	1
4	Installation, Commissioning at ISRO site and Training of ISRO representatives for at least 03 days.	Nos.	1

सुपुर्दगी स्थल

Delivery At HSFC Devanahalli

प्रेषण की विधि

Mode of Despatch BY ROAD/AIR

शुल्क छूट

Duty Exemptions NIL

विशेष अनुदेश

Special Instructions NIL

विशेष निबंधन

Specific Terms AS PER ANNEXURE

निविदाकारों को अनुदेश

Instructions to Tenderers

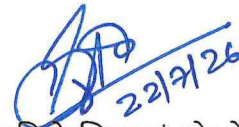
- (1) Detailed Technical Specifications are enclosed as Annexure-A, B & C. and Commercial Terms and Conditions are enclosed as Annexure-D
- (2) This is global public tender -two part bid basis. The bid shall be submitted as two parts i.e. Techno-commercial (part-1) and price bid (part-2).
- (3) Price details should not be disclosed in the part-1 (technical and commercial bid) and in any other attachments enclosed in the technical bid.
- (4) In case, price details are mentioned in Part-1, the same will be rejected. Tenderers are advised to go through the attached documents and submit quotation accordingly.
- (5) Tender number and due date of the tender shall be mentioned on the top of the cover. please send your offer to the following address.
- (6) Purchase & Stores Officer, Human Space Flight Centre, Indian Space Research Centre, Department of Space, Doddanekkundi, Bengaluru-560037.
- (7) Quotation duly stamped and signed shall be submitted only by post or by hand in sealed cover on or before due date and time. Quotation received by fax or email shall not be considered as valid offer and will not be accepted for evaluation.

(8) Tenderer is 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.

(9) 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 HSFC reception area.

(10) If the tender document is dropped in other tender box than HSFC tender box, it is liable to be rejected. Acknowledgement will not be provided for tenders received through post/courier. Tenderer is requested to suitably advise your respective agencies.

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

सिजी के वी / Siji K V
क्रय एवं भंडार अधिकारी / Purchase & Stores Officer

Specifications and Technical Write-up for ATD Certification Equipment

1. Introduction

Anthropomorphic Test Device (ATD) - commonly known as a crash test dummy — is a high-precision test instrument used to measure human injury potential in vehicle crashes. It simulates the human response to impacts, accelerations, deflections, forces and moments of inertia generated during a crash. Each dummy is designed to model the form, weight and articulation of a human body. These ATDs need regular re-certification after every few crash tests are performed to ensure its bio-fidelity and reliability, by testing various parts of ATDs and full ATD for predetermined cases according to standard list of tests, to be carried out.

The details of equipment required for ATD certification are as given in Table 1.

Table 1: Bill of Materials (BoM) for ATD Certification Equipment
(Detailed BoM is as given in Annexure B)

Bill of Materials		Quantity (nos.)
1.	ATD Certification Test Equipment with all necessary Interfacing Fixtures, Accessories & Tool Kits	1 Set
2.	ATD Test equipment Management console software for all ATDs	3 Year-Subscription
3.	ATD Certification management tool	3 Year-Subscription
4.	Installation, Commissioning at ISRO site and Training of ISRO representatives for at least 03 days.	

2. Certification Capabilities required as per Standards/ Regulations -

The equipment shall be able to perform the following certification test conforming to the regulations mentioned in Table 2.

Table 2: Capabilities for ATD Certification Equipment

Certification Capability		Standards/Regulations/Manuals
1.	HIII 5th Dummy (HF) Certification	According to 49 CFR 572 Subpart O
2.	HIII 5th (HF) Knee Slider Certification	According to SAE J 2862
3.	HIII 5th Dummy (HF) 3 m/s Thorax Impact	According to SAE J 2878
4.	HIII 50th Dummy (H3) Certification	According to 49 CFR 572 Subpart E
5.	HIII 50th (H3) Knee Slider Certification	According to SAE J 2856
6.	HIII 50th (H3) Certification	According to of Legs ECE R-94 Annex 10 / 1999/98/EG
7.	HIII 50th Dummy (H3) 3 m/s Thorax Impact	According to SAE J 2779
8.	HIII 50th Dummy (H3) Lumbar Flexion Test	According to SAE J 3074
9.	HIII 50th (H3) Low Speed Knee Slider Certification	According to J2876
10.	FAA HIII 50th Dummy Certification	According to CFR Title 14 Aeronautics and Space & User Manual
11.	H2 50th Dummy (H2) Certification	According to 49 CFR 572 Subpart B
12.	HIII 95th Dummy (HM) Certification	According to SAE J 2860
13.	HIII 95th (HM) Knee Slider Certification	According to SAE J 2860

14.	THOR-50M (TH) Qualification	According to Qualification Procedures Manual SBL A or B
15.	THOR-50M (TH) Lower Leg Qualification	According to Qualification Procedures Manual SBL A or B
16.	THOR-50M (T3) Qualification	According to EuroNCAP TB-26
17.	THOR-5F (TF) Qualification	According to Qualification Procedures Manual
18.	ES-2 (E2) Dummy Certification	According to ECE R-95 Annex 6
19.	ES-2re (ER) Dummy Certification	According to 49 CFR 572 Subpart U S2 SID IIs
20.	Dummy (S2) Certification	According to 49 CFR 572 Subpart V
21.	WorldSID 50th (WS) Dummy Certification	According to User Manual / ISO15830-2:2022 WF WorldSID
22.	5th (WS) Dummy Certification	According to User Manual (https://www.humaneticsgroup.com/sites/default/files/2020-11/um-worldsid-5th_0.pdf)
23.	BR BioRID-II Dummy (BR) Certification	According to User Manual (https://www.humaneticsgroup.com/sites/default/files/2022-11/biorid-ii_um_mr1-2022.pdf)

3. Description & Specifications required for the ATD Certification Test Equipment

The equipment required shall comprise of various Component level, Flexion & Full body Test equipment. They shall cater to various certification tests such as neck pendulum, thorax impact etc., as specified in the CFR regulations and ATD user manuals (All Tests mentioned in Table 2).

In many of the tests the test article may be a subassembly/part of the ATD, whereas few tests such as thorax impact test should certify the fully assembled dummy.

In general, each of the ATD Certification test equipment –

- 1) Shall perform complete test procedure like, test preparation, set up of the ATD, acquire data and import and export of test result files.
- 2) Should be supplied with Advanced Data Acquisition system (minimum 9 channel) capable of high-frequency (minimum 20kHz) signal processing. Provision should be there to directly plug the sensor outputs from ATDs into the test system.
- 3) Shall also contain a Human Machine Interface (HMI) console to connect with smart devices. The console should function as a complete control system for digital ATDs, data acquisition systems, digital-sensors and test-systems.
- 4) Shall have multiple ETH posts which can be connected to certification systems, digital ATDs, DAS, HS-video and TCP/IP-Devices.
- 5) All functions (machine control, DAS control, data post-processing) should run under the same operating software.
- 6) Shall have automation of complex test sequences to reduce human error and increase throughput.
- 7) Shall ensure remote maintenance and operational capabilities enabled via internet connectivity, eliminating the need for additional on-site equipment.

Details of various components of the ATD Certification test equipment are mentioned below.

3.1 Component level test equipment

- 1) Component level test equipment shall be a series of test benches united in a single, compact system. And in a single equipment, it should be capable to perform neck pendulum tests, foot impact tests, head-drop-tests, and rib-drop-tests, along with multiple compression (abdomen & foot) and tension tests.
- 2) The equipment shall be designed for test compatibility with Hybrid III 5th, 50th, 95th and FAA 50th percentile ATDs in compliance with their user manuals, 49 CFR 572 Subpart O, E and SAE J 2860 guidelines.
- 3) It should be equipped with an electrically triggered mechanism for positioning & release.

- 4) Shall be able to deliver deceleration pulse without the use of external crushable structures to ensure high degree of repeatability.
- 5) The equipment shall feature a protection door (or light fence) with a secure locking mechanism for safety.
- 6) The technical capabilities of Component level test equipment shall be as follows –
 - Maximum speed: 7.13 m/s
 - Velocity repeatability: ± 0.2 m/s
 - Maximum deceleration: 35 g
 - Deceleration repeatability: ± 2 g
 - Maximum travel: 300 mm
 - Maximum deceleration force: 10,000 N

3.2 Flexion type test equipment

- 1) The Flexion type test equipment in a single compact equipment should be capable to perform both the hip range-of-motion and torso-flexion-tests.
- 2) The test equipment should be compliant with regulatory standards set forth in 49 CFR 572 Subparts P, N; O and adhere to SAE J2860 specifications.
- 3) It shall reduce errors by fully automated positioning and performance of tests.
- 4) Integrated crane (minimum payload capacity 110 kg and reachability around 1.2 meters) shall be available in the flexion type test equipment for convenient movement and deployment of dummy ensuring an ergonomic testing process.

3.3 Full body test equipment

- 1) The full body test equipment shall include advanced linear acceleration pendulum and a test bench, capable to perform both knee impact and precision impact testing full body thorax tests (for HIII 50th, HIII 5th, FAA 50th, including the side impact dummies).
- 2) The equipment shall be equipped with a linear servo axis for consistent probe and suspension acceleration, adhering to 49 CFR 572 standards.
- 3) It shall incorporate high-accuracy impact velocity measurement utilizing a linear displacement sensor, with redundancy provided by a drive encoder and a probe acceleration sensor.

- 4) The impact type test equipment shall be designed to handle a maximum velocity of 9 m/s for a 14 kg payload, and up to a 32 kg payload at a maximum of 6 m/s.
- 5) The equipment shall include an automated stabilization function for the probe post-impact to ensure repeatable results.
- 6) It shall implement a protection concept for operational safety.
- 7) Integrated crane (minimum payload capacity 140 kg and reachability around 1.5 meters) shall be available for convenient movement and deployment of dummy ensuring an ergonomic testing process.

3.4 All necessary Interfacing Fixtures, Accessories & Tool Kits

All standard interfacing fixtures and applicable accessories to perform the certification tests mentioned in Table 3 shall be provided. All necessary tools for general maintenance, routine repair, post-test & periodic maintenance, etc. of the equipment shall also be provided.

Table 3 List of Certification Tests for which spares, fixtures & accessories are required

Sr. No.	Test System	Certification Test	Dummy and Regulation		
			HIII 50 th Male	HIII 50 th Male FAA	HIII 5 th Female
1	Component level test equipment	Head Drop Test	✓	✓	✓
2		Neck Flexion Test	✓	✓	✓
3		Neck Extension Test	✓	✓	✓
4		LH Upper Foot Test	✓		
5		RH Upper Foot Test	✓		
6		LH Lower Foot without Shoe Test	✓		
7		RH Lower Foot without Shoe Test	✓		
8		LH Lower Foot with Shoe Test	✓		
9		RH Lower Foot with Shoe Test	✓		
10		LH Foot Compression Test		✓	
11		RH Foot Compression Test		✓	
12		Abdomen Compression Test		✓	
13	Flexion type test equipment	LH Hip Range of Motion Test	✓	✓	
14		RH Hip Range of Motion Test	✓	✓	
15		Lumbar/Torso Flexion Test		✓	
16	Full body test equipment	LH Knee Impact Test	✓	✓	✓
17		RH Knee Impact Test	✓	✓	✓
18		LH Knee Slider Test	✓		✓
19		LH Knee Slider Test – Slow Speed	✓		
20		RH Knee Slider Test	✓		✓
21		RH Knee Slider Test – Slow Speed	✓		
22		Thorax Impact Test	✓	✓	✓
23		Thorax Impact Test – Slow Speed	✓		✓

- **HIII 50th Male:** HIII 50th Male (Auto) ATD Certification Tests
(As per CFR 49 Part 572 Subpart E, regulation ECE 94, SAE J 2856, Legs ECE R-94 Annex 10 / 1999/98/EG, SAE J 2779, SAE J 3074 & J2876)
- **HIII 50th Male FAA:** HIII 50th Male - FAA ATD Certification Tests (As per CFR Title 14 Aeronautics and Space & User Manual)
- **HIII 5th Female:** HIII 5th Female ATD Certification Tests
(As per 49 CFR, Part 572 Subpart: O, SAE J 2862 & SAE J 2878)

4. ATD Test equipment management software for all ATDs

- 1) Required software for all the test equipment shall be provided by the firm.
- 2) The software shall be able to interface with all the test equipment to be supplied, acquire the test data, analyze it as per standard regulations, aggregate the data into reports, connect & network with smart devices and be accessible for remote health monitoring and maintenance.
- 3) The software must be compliant to ISO 17025.
- 4) Subscription shall be perpetual and technical support shall be provided for 3 years from delivery.

5. ATD Certification management tool

- 1) The tool should maintain the all test history database for every ATD & can highlight out-of-date calibration/certification & recommend the tests to be performed.
- 2) The software tool shall comprise of a dashboard platform for health tracking and managing the certification tests.
- 3) It shall have an interactive user interface which can be used for scheduling/ prioritizing the certification tests & sensor calibration.
- 4) Subscription and technical support shall be provided for 3 years from delivery.

6. Scope of Training

The firm will provide training to user scientists at ISRO premises for at least 3 working days.

The training includes:

- 1) Theoretical background of the test equipment.

- 2) Comparison between various types of ATD certification equipment.
- 3) Detailed standard operating procedure (SOP) training and corresponding document for each of the tests mentioned in Table 3.
- 4) Hardware related bulletins, do's & don'ts, if any.
- 5) Dummy & sensor handling for certification tests.
- 6) Assembly and disassembly of the relevant fixtures/accessories with the equipment.
- 7) Safety precautions for the tests.
- 8) General maintenance and storage of the test equipment.
- 9) Final installation, commissioning & training (including demo-certification of the three ATDs) should be carried out at ISRO premises by the firm.

7. Other Terms and conditions

- 1) The test equipment should be manufactured & supplied by Original Equipment Manufacturer (OEM) /OEM Authorized Seller. The proof of genuine products should be provided for other items procured and installed in the test equipment. In case, equipment is supplied by a local partner, authorization letter from OEM to be included.
- 2) All the equipment specified in the tender should be supplied by one vendor. Quotation for partial scope will not be considered.
- 3) Supplier should have (or have access to) the necessary facilities/equipment for calibration and shall be capable to arrange the calibration of supplied test equipment in future, within India. Documentary proof to be submitted along with Technical bid.
- 4) The Supplier should have sufficient technical background and minimum 5-years of experience in certifying full range of ATD's, manufacturing & supplying similar equipment to other testing agencies across the Globe, including for space applications. Documentary proof to be submitted along with Technical bid.
- 5) The supplier should have supplied ATD certification test equipment to customers in India such as ARAI/ICAT or other government labs. Documentary proof to be submitted along with Technical bid.
- 6) Supplier should have local presence in India to provide technical support/service for the ATD Certification test equipment. Technical support shall be provided as and when required during the warranty the period.

- 7) Delivery period: Items as included in Table-1 (including installation, commissioning and training), shall be supplied within 35 weeks after PO placement.
- 8) The firm should provide necessary training on the test equipment & operation of the hardware / software modules at ISRO as per the details listed in Section-6.
- 9) Supplier should provide spare parts of test equipment as and when required by ISRO for minimum ten years after the delivery.
- 10) Manuals for test equipment assembly & maintenance, software operation etc. should be made available at the time of delivery.
- 11) Calibration certificates of test equipment and relevant sensors should be provided, at the time of delivery.
- 12) A statement of compliance should also be included in the quote supported with detailed technical literature of each quoted item.
- 13) Warranty: One year
- 14) Supportive documents to technical bid (data-sheets, catalogue and Manuals) should be provided by the firm.
- 15) A Pre Delivery Inspection (PDI) for the hardware shall be carried out by ISRO officials at vendor site, for dispatch clearance to ISRO premises.

Bill of Materials for ATD Certification Equipment

The detailed bill of materials for ATD certification equipment is as given in Table 1.

Table 1: Bill of Materials (BoM) for ATD Certification Equipment

Bill of Materials		Quantity (nos.)
1.	ATD Certification Test Equipment with all necessary Interfacing Fixtures, Accessories & Tool Kits	1 Set
1.1 Component level test equipment & accessories		
1	Machine Basic Frame for component level tests	1
2	Rack-PC Hardware	1
3	Base equipment for modular extensions	1
4	Neck pendulum extension (electrically accelerated)	1
5	Neck pendulum extension – Standard (free fall)	1
6	Neck Pendulum Honeycomb Plate	1
7	Head Drop Test - extension	1
8	HIII 5th, 50th , 95th Foot Compression Test Extension	1
9	HIII 50th Foot Pendulum Test H3 - Extension	1
10	Acceleration sensor-Neck pendulum	1
11	Acceleration sensor-Foot pendulum	1
12	Integration instrumentation for Test-System	1
13	System Cable Set for Equipment Panel	1

14	Connection Box - Lab SIM	1
15	Analog Digital Module Lab SIM	1
16	8-Slot Connection Box – for Neck-Pendulum	1
17	8-Slot Connection Panel	1
18	Cube Storage	1
19	LED lighting for workspace	1
20	Test-System - data logger for Temperature / Humidity	1
21	Integrated Probe Storage	1
1.2 Flexion type test equipment & accessories		
1	Test-System for Torso-Flexion- type tests	1
2	Rack-PC Hardware	1
3	Integration instrumentation for Test-System	1
4	Test System Extension Hip-Flexion HIII 50th (H3)	1
5	Test System Extension Lumbar-Flexion HIII 50th (H3)	1
6	Test System Extension Pelvis-Flex HIII 5th (HF)	1
7	Test System Extension H2 50th (H2)	1
8	Tilt-Sensor	2
9	Force Sensor - Torso Flexion	1
10	Torque-Sensor - Hip-Flexion	1
11	Analog Digital Module Lab SIM	1
12	Electric Hoist for ATD	1

1.3 Full body test equipment & accessories		
1	Test bench for full body tests	1
2	Rack-PC Hardware	1
3	HIII Knee Impact - Adapter	1
4	Linear acceleration Pendulum	1
5	Linear Potentiometer	1
6	Torso Impact Probe Module	1
7	Impact Test Probe	1
8	HIII 5th Knee Impact Probe	1
9	HIII 50th Knee Impact Probe	1
10	HIII 5th Knee-Slider Probe	1
11	HIII 50th-Knee-Slider Probe	1
12	HIII 5th Knee Slider Distribution Interface	1
13	HIII 50th Knee Slider Distribution Interface	1
14	Acceleration Sensor for Impact Probes	1
15	Accelerometer for Knee Impact Probes	1
16	Integration instrumentation for Test-System	1
17	System Cable Set for equipment panel	1
18	Analog Digital Module Lab SIM	1
19	Connection Box - Lab SIM	1
20	Integrated Probe Storage	1

	21	LED lighting for workspace	1
	22	Arm Supports HIII 5, 50, 95th and TH50	1
	23	Electric crane for ATD	1
	24	Service trolley with tool set	1
2.	ATD Test equipment Management console software for all ATDs		3 Year Subscription
	1	Console Software for Component level test equipment (Perpetual License)	1
	2	Component level test equipment console Software - upgradation and technical support (3 year Subscription)	1
	3	Console Software for Flexion type test equipment (Perpetual License)	1
	4	Flexion type test equipment console Software - upgradation and technical support (3 year Subscription)	1
	5	Console Software for Full body test equipment (Perpetual License)	1
	6	Full body test equipment console Software - upgradation and technical support (3 year Subscription)	1
3.	ATD Certification management tool		3 Year Subscription
4.	Installation, Commissioning at ISRO site and Training of ISRO representatives for at least 03 days.		

Compliance Matrix

Note: Parties shall provide detailed response/documents for each of the compliance terms mandatorily. Mere "Yes/Complied" response against any of the terms cannot be considered for technical evaluation and shall be considered as Non Compliance.

Sl.	Technical Compliance Terms	Compliance Status from Party	Offered Specification/ Detailed Explanation on Compliance
1	The equipment (hardware & software) must meet all technical specification, terms & conditions and other requirements mentioned in Annexure-A & Bill of materials mentioned in Annexure-B. A statement of compliance for Annexure-A & B, should also be provided by the party with detailed technical literature (data-sheets, catalogues and Manuals) of each quoted item.		
2	The equipment must meet all capabilities/ standard/ regulation requirements as mentioned in Section 2 of Annexure-A.		
3	All standard interfacing fixtures and applicable accessories to perform the certification tests mentioned in Table 3 shall be provided by the party. All necessary tools for general maintenance, routine repair, post-test & periodic maintenance, etc. of the equipment shall also be provided by the party.		
4	The test equipment should be manufactured & supplied by Original Equipment Manufacturer (OEM)/ OEM Authorized Seller. The proof of genuine products should be provided for other items procured and installed in the test equipment. In case, equipment is supplied by a local partner, authorization letter from OEM to be included.		
5	Delivery Terms: • FOR Destination • Delivery Place: HSFC, Devanahalli • Delivery Period: The items in Table-1 (including installation, commissioning and training), shall be delivered within 35 weeks after PO		

	placement, as mentioned in Section 7 of Annexure A.		
6	Supplier should have (or have access to) the necessary facilities/equipment for calibration and shall be capable to arrange the calibration of supplied test equipment in future, within India, as mentioned in Section 7 of Annexure-A. Documentary proof to be submitted along with Technical bid.		
7	The Supplier should have sufficient technical background and minimum 5-years of experience in certifying full range of ATD's, manufacturing & supplying similar equipment to other testing agencies across the Globe, including for space applications, as mentioned in Section 7 of Annexure-A. Necessary documentary proofs shall be submitted.		
8	The supplier should have supplied ATD certification test equipment to customers in India such as ARAI/ICAT or other government labs, as mentioned in Section 7 of Annexure-A. Necessary documentary proofs shall be submitted.		
9	Supplier must provide spare parts of test equipment as and when required by ISRO for minimum ten years after the delivery, as mentioned in Section 7 of Annexure-A.		
10	Calibration certificates of test equipment and relevant sensors should be provided, at the time of delivery, as mentioned in Section 7 of Annexure-A.		
11	Party must provide training at ISRO site, as mentioned in Section 6 of Annexure-A.		
12	Party must provide warranty for one year.		
13	Party must provide budgetary quotation for • 3 year AMC for hardware after warranty period • 3 year software license after end of subscription		
14	Composite cost for all items shall be considered for arriving at L1 offer.		
15	A Pre Delivery Inspection (PDI) for the hardware shall be carried out by ISRO officials at vendor site, for dispatch clearance to ISRO premises.		



भारत सरकार/Government of India
अंतरिक्ष विभाग/Department of Space
भारतीय अंतरिक्ष अनुसंधान संगठन/
Indian Space Research Organisation
समानव अंतरिक्ष उड़ान केंद्र/Human Space Flight Centre
बेंगलूरु/Bengaluru



Phone: +91-080-6145 8857, Email: siji-hsfc@isro.gov.in

TENDER NOTICE NO. HSMN 2025-00-1977-01

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	HSMN 2025-00-1977-01	ATD Certification Test Equipment

Schedule for submission of bids		
Date of Tender Release	:	22.07.2026 at 16:00 Hrs
Last Date for downloading of tender documents	:	26.08.2026 at 14:00 Hrs
Due Date for submission of Bid by Post/Courier	:	26.08.2026 at 14:00 Hrs
Date for opening of Part-I [Techno-Commercial bid]	:	26.08.2026 at 14:30 Hrs
Due Date for opening of Part-II [Price bid]	:	07.09.2026 at 14:00 Hrs

- ❖ **Preference for local suppliers over foreign suppliers, as per the existing Government of India guidelines is continuous to apply to this tender. Tenderers are make note of this aspect and submit your bid accordingly. Indian bidders are required to quote in INR only.**
- ❖ 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 annexures.
- ❖ Bidders shall submit an amount of 5,00,000/- (Five Lakh 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, start-ups etc
- ❖ 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.

- ❖ 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 जाएगा।

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 पीसे संबंधित टी. कोई भी पत्र siji-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 siji-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]

Earnest Money Deposit

1. Earnest Money Deposit.

Bidders shall submit an amount of Rs. 5,00,000/- (Rupees Five Lakh 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 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."

INSTRUCTIONS FOR SUBMISSION OF TENDER in TWO-PART BASIS

i] The Tenders are invited in Two-Part Basis.

ii] Instructions for TWO-PART Tender

The bids shall be submitted as two parts as

Part I: Technical and Commercial Bid &

Part II: Price Bid

Part I: Technical & Commercial Bid

Part – (a) Technical

- a) This part should contain detailed specifications of the items/service quoted by you along with technical literature and leaflets if any.
- b) A compliance statement showing the compliance of the item quoted by you with that of item tendered by us should be prepared and enclosed to this.
- c) Any other information called for in the tender related technical and specifications can also come in this part.
- d) ***Prices should not be disclosed in Part-I.***

Part – (b) Commercial Terms: (Without Prices)

- a) The commercial terms applicable for the item quoted by you should be indicated in this part.
- b) If any compliance statement is called for the commercial terms / contractual terms and conditions, the same is to be attached in this part.
- c) ***Prices should not be disclosed in this part.*** However, a copy of the price bid (without prices) can be enclosed in this part to enable to understand whether all the items required to be quoted by you have been quoted in the price bid. Alternatively, a statement is to be made indicating that you have quoted prices for all the items as per the tender and enclosed in the Price Bid as per the format.
- d) The Commercial terms such as delivery terms, delivery period, payment terms, validity of the offer, duties and taxes etc., shall come into this.

Notes:

- 1. Either Technical Specifications or terms & conditions as above should be very clearly reflected item-wise with reference to the items called for in the tender.
- 2. Please note that the ***PRICE SHOULD NOT BE*** indicated in this part.
- 3. If any tenderer includes price of any nature in Part-I (Techno-Commercial) of the tender, such offer shall be rejected without notice to the tenderers.

Part II: Price Bid

- 1. Prices may be quoted in the prescribed price bid format.
- 2. The prices applicable for the items, item-wise in response to the tender shall come into this part.
- 3. Tenderer shall indicate very clearly item-wise prices with reference to their technical offer.



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

**INSTRUCTIONS TO TENDERERS AND GENERAL TERMS AND CONDITIONS
FOR TENDERS**

Chapter – 1

1.0 Important:

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.

- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 The Price quoted must be firm and should indicate quantity wise unit rate separately which have to be filled online.
- 1.13 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.
- 1.14 The Tenderer should provide along with his tender the name of his Bankers, Account details if required by Human Space Flight Centre [HSFC], Bengaluru.
- 1.15 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.

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Chapter – 2

Terms and Conditions:

1. **Definitions:** In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - a] **"Acceptance"** shall mean conditional determination by Purchaser of the completion of the Work or any element thereof in accordance with the Contract, by issuance of a Certificate of Substantial Completion of Work as provided in the Contract.
 - b] **"Approval"** shall mean approval in writing issued by the Purchaser in terms of the tender.
 - c] **"Contract"** shall mean the documents forming the tender, the offer, the award of tender and the formal agreement executed between the competent authority on behalf of Purchaser and the Contractor, together with the documents referred to therein including the conditions enumerated herein, specifications, designs, drawings and instructions issued from time to time by the competent authority of Purchaser and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.
 - d] **"Contractor"** shall mean the individual, firm, 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.

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

Words importing Persons or Parties shall include Firms, Corporations and Organizations having legal capacities.

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

2. Contract Agreement:

The Tenderer shall enter into a Contract Agreement with the Purchaser within 45 [Forty-Five] days from the date of Letter of Award or within such extended time, as may be granted by Purchaser failing which no payment shall be released to the Contractor. The cost of stamp paper/s, stamp duty, registration, if applicable on the Contract, shall be borne by the Contractor. In case, the contractor does not sign the Agreement as above or fails to start the work within 10 [Ten] days of the issue of Letter of Award and the same stands withdrawn.

3. Transparency:

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

4. Prices:

Tenders offering Fixed Prices will be considered. Where a price variation clause is insisted upon by a Tenderer, quotations will be with prices subject to adjustment up or down as per specific variation formula with reference to the base prices of major raw materials/components which will be detailed in the bid along with the respective percentage costs in the composite price for the finished goods. The Contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items as specified hereinabove.

Tenderer shall quote prices separately furnishing break-up of cost towards Basic Cost of Items Packing, Forwarding, Freight, Handling, Installation if any and GST if applicable.

5.0 Price Variation for Long Term Contracts:

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

6.0 Customs Duty:

Human Space Flight Centre, Bengaluru is fully exempted from payment of Customs Duty vide SI.No.339 Notification No.45/2025-Customs dated 24.10.2025 amended by Notification No. 02/2026-Customs dated 01.02.2026. The necessary Customs Duty Exemption Certification [CDEC] shall be provided. HSFC shall not pay any other duty and clearance charges. Tenderers are requested to take note of this aspect and submit the Offer clearly mentioning that the quoted Price does not include Customs Duty. While requesting for issue of CDEC for the bought-out items, the Tenderer[s] should mention the Item Description, Quantity and Value for which CDCC is to be provided. In case of bought out items the necessary proof shall be produced.

7.0 Evaluation of Tenders:

The Evaluation/Loading criteria in respect of Payment Terms, Bank Guarantee towards free issue of materials [FIM], etc., having financial implications will be considered to arrive at L-1 status.

8.0 Clarification Regarding Contents of the Bids:

- 8.1 During evaluation and comparison of bids, the Purchaser may, at its discretion, ask the Tenderer for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.
- 8.2 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.
- 8.3 The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this Committee is authorized to discuss and get clarification/s from the Tenderers, if any. The Tenderer/s may be asked to give a presentation on his technical bid and arrange for functional demonstration of the stores offered. No change in the substance of the bid or the price thereof shall be sought/offered/permitted.
- 9.0 **Payment Terms:**
- 9.1 All payments are subject to permissible legal deductions from the contract price as per the Contract. All payments shall be released only after successful and satisfactory completion of quantum and type of work, specified for respective activity. All payments shall be directly made by the Purchaser to the Tenderer.
- 9.2 All interim payments made shall be regarded as payments by way of advance against the final payment only, and not as payment for work actually completed and shall not preclude defective/imperfect/ incomplete work to be removed. It will not be considered as an admission on the part of the Purchaser of the due performance of Contract or any part thereof nor shall it preclude, determine or affect in any way the powers of the Purchaser to determine the quality and quantity of work and issue such directions, as may be necessary to the Contractor.
- 10.0 **Terms of Payment in case of Overseas Supplier[s]:**
- 10.1 Being a Government of India Department, Human Space Flight Centre [HSFC] shall consider Sight Draft and Letter of Credit Payment Term which shall be 90% against shipment and balance 10% after Receipt, and Acceptance of items at Human Space Flight Centre [HSFC] [Installation, Testing, Commissioning and Training if any] through Wire Transfer.
- 10.2 The Sight Draft/Letter of Credit will be operative on presentation of the following documents:
1. Original Airway Bill/Bill of Lading.
 2. Commercially Certified/Signed Invoices in Triplicate describing the Stores delivered, Quantity Unit Rate and their Total Value. The Invoice should indicate the discounts, if any and Agency Commission separately.
 3. Packing List showing individual Dimension and Weight of the Packages.
 4. Country of Origin Certificate can be declared on the Invoice.
 5. Test Certificate, if any.
 6. Declaration by the Contractor that the contents in each case are not less than those entered in the Invoices and the quality of the Stores are guaranteed as per the specification asked by the Purchaser.
 7. Warranty and Guarantee Certificates.
- 11.0 **Bank Charges in the case of Overseas Supplier[s]:**
- 11.1 All Bank Charges Payable within India shall be borne by Purchaser. Similarly, all Bank Charges Payable outside India shall be borne by the Supplier. All Taxes and Duties payable in India will be borne by the Purchaser. Similarly, all Taxes and Duties payable outside India shall be borne by the Tenderer/Contractor.

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

12.0 **Packaging:**

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

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

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

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

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

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

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

13.0 **Performance Security [PS]:**

13.1 Within 15 days from the date of issue of the Purchase Order or with in such extended time as may be granted by the Purchaser in writing, the Contractor shall execute an irrevocable interest free Performance Security for 3% of the Contract value to ensure due Performance of the Contract including the fulfillment of the Warranty obligation. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Tenderer's failure to complete his obligations under the contract. The Purchaser shall discharge the performance security bond after completion of Tenderer's performance obligations including the warranty and post-warranty obligations under the contract.

13.2 The Performance Security may either be furnished in the form of an Account Payee Demand Draft; or

Fixed Deposit Receipt from any International Reputed Bank, or Bank Guarantee from a International reputed Bank or Online Payment in favour of Accounts Officer, Human Space Flight Centre [HSFC], Bengaluru. The Bank Guarantee must be valid for the entire contract period and an additional period of 60 days beyond the date of completion of all contractual obligations of the Tenderer including the Warranty obligations. In the event the work is not completed within the stipulated period, the contractor shall get the Performance Security extended. The Bank Guarantee shall be executed on a Non-judicial stamp paper of appropriate value as per Specimen. The Performance Security will not carry any interest and shall be returned after completion of all the obligations of the Contract.

- 13.3** In the event the Contractor fails to furnish the Performance Security within 15 Days as stipulated hereinabove, i.e. after the receipt of Purchase Order or on signing of the Contract or any extension thereof, the Purchase Order/ Contract shall be cancelled and terminated at the Contractor's risk, cost and liability. The Earnest Money Deposit, if any executed shall be forfeited and appropriate penal and legal action shall be initiated.

14.0 High Sea Sale:

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

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

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

15.0 Import License:

All Imports are being covered under Free Importability under 2.01 of Chapter 2 of Foreign Trade Policy 2023 w.e.f. 01.04.2023 of Government of India. No separate Import License is required. If it is required subsequently, Department of Space/ Human Space Flight Centre [HSFC] will obtain necessary Import License. Similarly, if Export License is required, the Tenderer[s] shall mention the same while submitting the offer.

16.0 Address of Indian Agent:

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

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

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

17.0 Guaranteed Time of Delivery:

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

18.0 Mode of Dispatch:

a. **For Air Consignments:**

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

b. **For Sea Consignments:**

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

19.0 **Ultimate Consignee:**

Purchase & Stores Officer [Stores], Human Space Flight Centre, ISRO HQ Campus, New BEL Road, Bengaluru-560094, Karnataka, India OR identified places by respective ISRO Centres.

20.0 **Shipping Marks:**

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

Purchase Order No _____	Date _____
GOVERNMENT OF INDIA Department of Space/Human Space Flight Centre Opposite ISRO Guest House, Devanahalli, Bengaluru-562 110	
Destination _____	
Port of Entry _____	

21.0 **Demurrage:**

Contractor shall bear demurrage charges if any, incurred by the Purchaser due to delayed presentation of shipping documents to the Bankers within reasonable time [and in any event within 2 days] from the date of Bill of Lading for Sea Consignments and within 2 days from the date of Air Way Bill for Air Consignments.

22.0 **Inspection and Acceptance Tests:**

The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect examine and test at the Contractor's premises, the material and workmanship of all Stores to be supplied under this Contract and if part of the said Stores is being manufactured on other premises, the Contractor shall obtain the Purchaser's representative permission to inspect, examine and test and shall not release the Contractor from the obligations under this Contract.

For tests conducted at the premises of the Contractor or any of his sub-contractors, the Contractor shall Provide Free of Cost Assistance, Labour, Materials, Electricity, Fuel and Instruments as may be required or as may be reasonably needed by the Purchaser's representative to carry out the tests efficiently.

When the Stores have passed the specified test, the Purchaser's representative shall furnish a certificate to this effect in writing to the Contractor. The Contractor shall provide copies of Test Certificate to the Purchaser as may be required.

23.0 Acceptance of Stores:

- a] The Stores shall be tendered by the Contractor for Inspection at such places as may be specified by the Purchaser at the Contractor's own risk, expenses and cost.
- b] It is expressly agreed that the acceptance of the Stores contracted for, is subject to final approval by the Purchaser, whose decision shall be final.
- c] If, in the opinion of the Purchaser, all or any of the Stores that do not meet the performance or quality requirements specified in the Purchaser Order, they will be rejected and the decision as to the rejection by the Purchaser shall be final and binding on the Contractor.
- d] If the whole or any part of the Stores supplied are rejected the Purchaser shall be at liberty, with or without notice to the Contractor, to Purchase in the open market at the expense of the Contractor, Stores meeting the necessary performance and quality contracted for in place of those rejected, provided that either the Purchaser or the agreement to Purchase from another supplier is made six months from the date of rejection of the Stores as aforesaid.

24.0 Contractor[s] Default Liability:

24.1 The Purchaser upon a written notice of default to the Contractor, shall be entitled to terminate the Contract by giving 30 days prior notice, in whole or in part, at the sole risk and cost of the Contractor, in circumstances detailed hereunder:

- a] If in the judgment of the Purchaser, the Contractor fails to make delivery of Stores within time specified in the Contract/Agreement or within the period for which extension has been granted by the Purchaser to Contractor.
- b] If in the judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this Contract.

24.2 In the event of Purchaser Terminating the Contract in whole or in part thereof, as provided hereinabove, the Purchaser reserves the right to purchase, upon such terms and in a manner as he may deem appropriate, Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar Stores, and/or for Liquidated Damages for delays as defined in Clause 32.0 until such reasonable time as may be required for the final supply of Stores.

24.3 If Contract is terminated as provided in Clause 28.0 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.

- a] Any completed Stores.
- b] The Purchaser shall pay to the Contractor, the Contract price for completed Stores delivered to and accepted by the Purchaser and for manufacturing materials delivered and accepted.

24.4 In the event, the Purchaser does not exercise its right to terminate the Contract as provided in Clause 28.0, the Contractor shall continue the performance of the Contract, in which case he shall be liable to the Purchaser for Liquidated Damages for delay as set out in Clause 32.0 until the Stores are accepted.

25.0 Replacement:

If the Stores or any portion thereof, is damaged or lost during the transit, the Purchaser shall give notice to the Contractor setting forth particulars of such Stores damaged or lost during transit. The replacement of such Stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. The payment for the replacement of Stores shall be in accordance with the responsibilities as per INCOTERMS 2020.

26.0 Rejection:

If the Stores supplied by the Contractor are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specification, the Purchaser shall either reject the Stores or request the Contractor in writing to repair, rectify, replace the same. The Contractor, on receipt of such notification shall either rectify or replace the defective Stores free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may either:

- a] Repair, Replace or rectify such defective Stores and recover extra cost so involved from the Contractor; or
- b] Terminate the Contract for default as provided under Clause 28.0 above. The right to terminate and the right to replace the Stores shall not be derogatory to one another and shall mutually complement one another. In other words, the Purchaser shall be entitled to take either decision, or both.

27.0 Force Majeure:

27.1 Neither party shall bear responsibility complete or partial non-performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the Purchase Order/Contract], if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock out, freight embargo, acts of the Government either in its sovereign or its contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of state authorities or any other circumstances beyond the control of the parties that have arisen after the conclusion of Purchase Order/Contract. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.

27.2 The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 14 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.

27.3 Any Certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carryout complete or partial performance of an obligation for more than 90 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.

27.4 *The Force Majeure condition is applicable only to the prime Contractor and Purchaser.*

28.0 Delay in Completion/Liquidated Damages:

28.1 The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent [10 percent] of the total Contract price.

28.2 In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such Stores shall be received without prejudice to the right of the Purchaser to claim Liquidated Damages and without prejudice to the terms and conditions of

the Purchase Order/Contract.

29.0 Erection of Plant, Machinery and Installation of Software:

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

30.0 Standard Warranty/Guarantee:

- a]** All products/stores supplied against the bid shall be of high reliability and shall carry comprehensive free of cost warranty. The Contractor shall guarantee and certify that the Stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. The Purchaser expects the stores to be highly reliable which would result in lower maintenance and repair cost.
- b]** Guarantee for the period as indicated in the tender documents shall be after acceptance of the Stores. If any defects are discovered, therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, Contractor shall remedy such defects at his own cost provided, he is called upon to do so within a period of 12 months from the date of Acceptance thereof, by the Purchaser who shall state in writing in what respect the Stores or any part thereof, are faulty.
- c]** If in the opinion of the Purchaser, it becomes necessary to repair, replace or renew any defective Stores, such repair, replacement or renewal shall be made by the Contractor Free of all Cost to the Purchaser, provided the notice informing the Contractor of the defect is given by the Purchaser in this regard within the said period of 12 Months from the date of acceptance of Stores thereof.
- d]** If Contractor fail to rectify the defects, the Purchaser shall have right to reject or repair or replace, at the cost of the Contractor the whole or any portion of the defective Stores. The warranty for such replaced/repared items/stores shall be for 12 months from the date of handing over of such replaced/repared stores in complete and satisfactory condition to the Purchaser.
- e]** The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof, on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 Months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor. The Warranty/Guarantee certificate has to accompany the shipment.
- f]** All the replacement Stores shall also be guaranteed for a period of 12 months from the date arrival of Stores at Purchaser's site.
- g]** Even while the 12 months guarantee applies to all Stores in case where a greater period is called for by

our Specifications then such a specification shall apply, in such cases the period of 12 months referred to in Clause 34.0 [a] and [g] shall be the 'asked for' guarantee period plus 2 Months.

31.0 Termination:

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

- a] For repeated non-performance in the execution of Purchase Order/Contract.
- b] If the Contractor fails to deliver the final Product within the stipulated delivery schedule or any extension thereof, granted by 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.
- i] For inefficiency, indiscipline, irregularity, insincerity, indifference in work, indulges in corrupt practices, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.
- j] To terminate the Purchase Order/Contract at any time by giving 30 days prior notice.

32.0 Subletting/Assignment of the Contract:

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

33.0 Secrecy:

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

34.0 Arbitration:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by 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.

35.0 Language and Measures:

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

36.0 Applicable Law and Jurisdiction:

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

37.0 Indemnity:

The Contractor shall warrant and deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any third party Patent, Copy Right or Trademark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement of any third party right protected by Patent, Registration of the design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract. The Contractor shall indemnify and keep indemnified the Purchaser against payments to be made under and for the observance of the applicable laws without prejudice to his right to claim indemnity from his sub-contractors, if any.

38.0 Counter Terms & Conditions:

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

39.0 Security Interest:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payment have been made in accordance with the Terms of the Contract. Purchaser shall have a Security Interest in such items which shall be deemed to be released only at the time when the applicable deliverable

items is finally accepted and delivered to the Purchaser in accordance with the terms of Contract. Such Security Interest of the Purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any other entity.

40.0 Training:

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

41.0 Participation of Indian Agents:

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

42.0 Agency Commission:

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

43.0 Risk Purchase:

Risk Purchase Clause will be applicable for all Contracts.

44.0 Fall Clause:

44.1 The Price[s] charged for the Stores/Services supplied under the Contract by the Contractor shall be no event exceed the lowest price at which the Contractor sells the Stores/Services or offer to sell the Stores/Services of identical description to any Person[s], Firm, Party, Organisation[s] including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central/State Government as the case may be during the period till the performance of all supply orders placed during the currency of the Contract is completed.

44.2 If at any time during the said period, the Contractor reduces the sale price, sells or offers to sell such Stores/Services to any person[s], Organisation[s], including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale of offer to the Purchaser and the price payable under the Contract for the Stores/Services supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced to the same lower rate.

45.0 Limitation of Liability:

45.1 The remedies stated in the Contract are exclusive and in no event shall the Contractor be liable for any, special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the contract, the Contractor's total liability to the Purchaser, whether in Contract shall not exceed the total amount paid to the Contractor under the Contract.

45.2 The Purchaser shall be under no obligations to accept the lowest or any tender and reserve the right of

acceptance of the whole or any part of the tender or portion of the quantity offered and the Tenderer[s] shall supply the same at the rates quoted.

- 45.3 The Purchaser shall not be liable to the Contractor for any loss or damages suffered by it during the term of the Contract or subsequently, and in no event shall the Contractor be liable for any, special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the Contract, the Contract having been satisfactorily completed, the Purchaser's total liability to the Contractor, shall not exceed the total amount to be paid to the Contractor under the Contract.

46.0 Buy Back Offer:

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

47.0 Rejection of Bids:

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

48.0 Conditional Discount Offer:

Conditional Discounts Offers will not be considered.

49.0 Lowest Offer:

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

50.0 Changes in the Name and Address of the Supplier:

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

51.0 Annual Maintenance Contract [AMC]/Extended Warranty:

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

52.0 Validity of Offer:

- 52.1 The offer should be valid for a minimum period of 120 days from the date of opening of the tender.

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

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

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

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

- 52.6 Permitted Number of Shipment [ONE] only. Any additional shipment will be at suppliers' cost. Part shipment

is not allowed unless specifically agreed to by the Purchaser.

- 52.7** Inspection/Test/Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any inspection by Lloyds or any other Third-Party Agency is considered necessary, it shall be arranged by Contractors on the instructions of the Purchaser.
- 52.8** Where Erection, Assembly or Commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damages sustained due to delay in fulfilling this responsibility.
- 52.9** For items having Shelf Life, the same shall be supplied with maximum Shelf Life if order is placed.
- 52.10** *Average Financial Turnover for the preceding 03 Financial Years has to be provided by the Tenderer along with the Quotation. This should be supported with three years Profit and Loss Account and Balance Sheet duly authenticated by Chartered Accountant.*
- 52.11** Details of Financial capacity of the Firm Viz., details of Audited Balance Sheet including Profit and Loss account for the last 03 years certified by Chartered Accountant along with comments of Auditors has to be submitted by the Tenderer along with the Quotation.
- 52.12** Self-assessment technical and organizational competence to Supply the Stores of this nature and magnitude.
- 52.13** The Tenderer shall propose a viable Financial Plan/Model for successful execution of the Project, explaining Liquidity and Solvency capacity of the Firm which is equivalent to 100% of the Contract Value. The same shall be supported with documentary proof obtained from the Bankers.

53.0 Preparation of Comparative Statement of Tenders:

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

- 53.1** 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.

54.0 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.

- 54.1** "Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security, no procurement shall be made in violation of such restrictions".

54.2 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.

54.3 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. The Contractor shall however, be responsible for notifying to the Purchaser or the Insurer nominated by the Purchaser, the complete details of the proposed

shipments including the value of each shipment and other relevant data immediately after shipment, to enable the Purchaser or the Insurers to arrange for the issuance of the Insurance Policy, if required. The necessity or otherwise of Insurance will be as indicated in the Purchase Order.

55. Countries Sharing Land Border with India

55.1 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.

55.2 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.

- 55.3** 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:

- 55.4** **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.
- 55.5** **Tender** for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
- 55.6** **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).
- 55.7** **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.
- 55.8** **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

55.9 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 or 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 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.

55.10 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.]

55.11 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.

55.12 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.

55.13 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.

55.14 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.

55.15 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].

55.16 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.]

55.17 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.

55.18 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)

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

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

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

SI No	Purchaser's Commercial Terms	Compliance/Comments by Vendor
01	Delivery Terms: a) Overseas Suppliers: The Normal Delivery Terms shall be FOB/FCA [Name of Place]. The Purchaser is having an Air Consolidation Contract. Our Nominated Freight Forwarder will arrange to collect the Consignment from your premises/will take the responsibility for onward Transmission from the point of Delivery as per INCOTERMS-2020. b) Indigenous Suppliers: FOR Destination	
02	Packing and Forwarding Charges Inclusive/Exclusive [in case of Exclusive please indicate the applicable Percentage]	
03	Delivery Period	
04	Freight Charges, if any	
05	No Insurance Coverage is required at Purchaser's Cost	
06	Mode of Despatch	
	Taxes and Duties	
07	a 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. 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".	
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	
09	Customs Duty - Human Space Flight Centre [HSFC], Bengaluru is fully exempted from payment of Customs Duty vide Notification No.45/2025-Customs dated 24.10.2025 as amended vide Notification No.02/2026-Customs dated 01.02.2026. The necessary Customs Duty Exemption Certificate [CDEC] shall be provided by HSFC. Other than CDEC, HSFC shall not pay any other duty. All customs clearance charges towards Import of items shall be borne by the tenderers. While requesting for issue of CDEC for the bought out Imported Items if any, the Tenderer[s] should mention the Item Description, Quantity and Value for which CDEC is to be provided for the bought out Imported Items. The necessary proof should be produced while requesting for issue of CDEC to HSFC.	

		The Contractor shall bear Demurrage Charges, if any, incurred by the Purchaser due to delayed presentation of despatch documents to the Bank/Purchaser or on account of incomplete documents such as Invoice, Packing List etc.	
		Payment Terms	
10	a	Being a Government of India Department, HSFC shall Consider Sight Draft/Letter of Credit Payment Term which shall be 90% against shipment and balance 10% after Receipt and Acceptance of Stores at HSFC	
	b	In the event of any delay from your side LC Extension Charges shall be to your account.	
	c	Wherever Export License is required, Payment will be released subject to obtaining Export License and after confirmation from the Supplier. [Copy of Export License to be provided to Purchaser].	
11		Bank Charges - Tenderer[s] are hereby requested to take note that "All Bank Charges inside India shall be borne by the Purchaser". Similarly, "All Bank Charges outside India shall be borne by Contractor".	
		Indian Agent	
	a	Name and Address of Indian Agent, if any	
	b	Please mention the percentage [%] of Agency Commission, if any included in the quoted Price payable to the Indian Agent. Agency Commission will be paid in equivalent Indian Rupees on the basis of TT buying rate of exchange prevailing on the date of placement of Purchase Order.	
12	c	If you are an Indian Agent, please enclose the latest Authorization Letter and Agreement Copy of your Principal	
	d	In a Tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.	
	e	If an Agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.	
13		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.	
14		Interest on Advance Payment 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 Tenderers 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. In case if any Advance Payment is Drawn by the suppliers, HSFC will be charging interest at appropriate rate in case of any delay attributable to the contractor/supplier in effecting the supply after the prescribed delivery date. The levy of interest in such cases shall be for the period beyond the specified delivery date, on the amount of balance advance payment.	

15	<u>Performance Security [PS] –</u> The Contractor shall execute Performance Security for 3% [Three Percent] value of the Purchase Order to ensure satisfactory Performance of the Contract and fulfilment of warranty obligations. The Performance Security shall be executed within 15 days after Receipt Purchase Order. The Performance Security 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 including warranty period and an additional period of 60 days beyond the completion of all contractual and warranty obligations. The Performance Security shall be executed on a Non-Judicial Stamp Paper of appropriate value as per our specimen. In case the Contractor fails to furnish the Performance Security within 15 days 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, Performance Security shall be forfeited and PO shall be terminated and cancelled at the Contractor's risk, cost and liability. The Performance Security will not carry any interest and shall be returned after completion of all the contractual obligations	
16	<u>Warranty/Guarantee</u> - Tenderer[s] are requested the Indicate Applicable Standard Warranty/Guarantee Period. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To and Fro Freight Charges. The standard warranty is one year from the date of acceptance of material at our site.	
17	<u>Force Majeure/Extension of Time:</u> 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 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. 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 14 days from the date of the occurrence of the force majeure conditions. In the event of delay lasting over 90 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. 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 carryout complete or partial performance of an obligation for more than 90 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.	
18	Liquidated Damage - The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent [10 percent] of the total Contract price. In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order or any extension thereof, such Stores shall be received without prejudice to the right of the Purchaser to claim Liquidated Damages and without prejudice to the terms and conditions of the Purchase Order.	
19	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: Due to repeated non-performance in the execution of Contract. If the Contractor fails to deliver the Stores/Services within the stipulated time or any extension thereof, granted by the Purchaser. If the Contractor fails to perform any other obligations under this Contract. If the Contractor becomes bankrupt or otherwise insolvent. Owing to deficiency of Stores/Service, breach of Contract. For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period. 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. 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. When both the parties agree mutually. Any special circumstances, which must be recorded to justify the cancellation or termination of Contract. To Terminate the Contract wholly or partly without assigning any reason.	
20	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.	
21	Factory Acceptance Testing [FAT - if Required] - The successful Tenderer[s] has to arrange for the necessary FAT of the Stores at the Contractor Factory Premises to enable ISAC Engineers to carry out FAT. The FAT is applicable wherever the RFP document/Scope of Work calls for such an FAT.	
22	Tenderer[s] are requested to mention whether Installation, Testing, Commissioning, Demonstration, Acceptance and imparting Training is necessary for the Tendered Stores.	
23	Training Free of Cost to be imported at Purchaser's Site, if applicable	
24	Supply and Installation is subject to Purchaser's Acceptance.	
25	Instruction/Operation Manual to be supplied Free of Cost.	
26	Cost of Spares included in the Price Bid/Not included.	
27	Will you be able to provide Consumables/Spares for 10 Years?	
28	Items from Latest Production batch only are to be supplied.	
29	Confirm whether you will be able to provide Samples Free of Cost, if called for	
30	Whether Prequalification of your facility procedure completed [if applicable]	
31	Whether approximate Weight [Net and Gross] of the Consignment is mentioned	
32	Metric Measurement Systems to be followed.	
33	Defective/Rejected Items if any are to be replaced Free of Cost.	
34	Country of Origin – to be declared in the Invoice.	
35	Arbitration - In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by Director, Human Space Flight Centre [HSFC], Bengaluru in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bengaluru. The considered and written decision of the Arbitrator shall be final and binding, between the Parties. Work under the contract shall be continued by the Tenderer during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be possibly continued until the decision [whether final or interim] of the Arbitrator is obtained. OR	
36	Jurisdiction -.The Courts within Bengaluru will have the Jurisdiction to deal with and deciding any matter arising out of this contract.	
37	Applicable Law - The contract shall be interpreted and construed and governed by the Laws of India.	
38	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.	
39	Validity of the Offer - Minimum of 120 days from the date of opening the Tender	

	<u>Land Border Sharing Declaration</u> <u>(To be submitted in the bidders letter head)</u> 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)	
40		
41	Domestic Supplier's for availing Make in India preference provide a certificate from the statutory auditor or cost auditor of the company [in the case of companies] or from a practicing cost accountant or practicing chartered accountant [in case of suppliers other than companies] giving the percentage of local content. Only Class I local supplier is eligible for Make in India Purchase Preference.	
42	Compliance to Instructions to tenderers and General Terms and Conditions for Tenderers	