

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
HUMAN SPACE FLIGHT CENTRE (HSFC)  
BENGALURU**

**Tender for Network Attached Storage**

**Bids to be submitted online**

**Tender No.: HSFC/Group-C/HS202400024401 dated 14-08-2024**

## A. Tender Details

Tender No :	<b>HSFC/Group-C/HS202400024401</b>
Tender Date :	<b>14-08-2024</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>Group-C</b>
Centre :	<b>HUMAN SPACE FLIGHT CENTRE (HSFC)</b>

## Network Attached Storage

1] This is Public Tender -Two Part bid basis.

2] The bid shall be submitted in Two Parts i.e TECHNO-COMMERCIAL (PART-1) and PRICE BID (PART-2). Price details should NOT be disclosed in the Part-1 (Technical and Commercial Bid) and in any other attachments enclosed in the technical bid. In case, price details are mentioned in Part-1, the same will be rejected. Tenderers are advised to go through the RFP documents and submit quotation accordingly.

3] Network Attached Storage System with detailed functionality mentioned in specification shall be delivered and installation to be carried out at HSFC, Bangalore.

4] Bill of Materials without price breakup to be submitted along with technical bid.

5] Bill of Materials with price breakup to be submitted along with price bid.

6] OEM Declaration shall be submitted along with technical bid.

7] Detailed Technical Specifications shall be submitted.

8] Make In India Conditions as per DPIIT Office Order No. P\_45021/2/2017-PP (BE-II) - Part (4) Vol.II dated 19.07.2024.

### A.1 Tender Schedule

Bid Submission Start Date :	<b>14-08-2024 18:00</b>
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Bid Clarification Due Date : **19-08-2024 14:00**

Bid Submission Due Date : **13-09-2024 14:00**

Bid Opening Date : **13-09-2024 14:30**

Price Bid Opening Date : **27-09-2024 14:00**

## **B. Tender Attachments**

NA

### **Instructions To Vendors**

#### **1. INSTRUCTIONS TO DOMESTIC TENDERERS AND GENERAL TERMS AND CONDITIONS**

##### **1. 1. Chapter 1**

##### **1.0 Important:**

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

1.2 The Product/Price Preference applicable as per the guidelines of Government of India applicable to MSEs and other agencies shall not be applicable for procurement under Gaganyaan Programme.

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

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

1.5 If the Tenderer is found ineligible after opening of tenders, his tender shall become invalid ipso facto, and costs of the tender document if any and processing fees as applicable shall not be refunded. Offers which are not in compliance with the tender conditions will be rejected without assigning any reasons thereof. Failure to furnish all requisite information or and/or documents shall result in

repudiation of the Offer. Notwithstanding the foregoing, Human Space Flight Centre [HSFC], Bengaluru reserves the right to assess the capability of the Tenderer to perform the contract keeping in view the overall interest of HSFC. In the event, if the Tenderer capability and capacity are found to be unsatisfactory; HSFC reserves the right to reject the bid, without assigning any reasons thereof.

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

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

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

1.9 At any time prior to the deadline for submission of bids, HSFC may for any reason on his own initiative modify the bidding document by amendment. The amendment will be notified in writing or by fax or e-mail to the prospective Tenderers or uploaded online on the website. HSFC shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Notwithstanding the above, HSFC may at its discretion extend the deadline for submission of bids in order to afford reasonable time to prospective Tenderers to consider the amendment in preparing the bids.

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

1.11 Public Tender documents will be also be uploaded on the HSFC website i.e. [www.isro.gov.in](http://www.isro.gov.in) and CPP Portal. Interested Tenderers may download the tender documents from website and submit their

offers as per details mentioned in the Tender Notification.

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

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

1.14 Tenderers shall quote Prices in Indian Rupees Only for Indigenous Stores in accordance with the Price Template.

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

1.16 Samples, if called for, should be submitted free of charges by the Tenderers and Human Space Flight Centre [HSFC] shall not be responsible for any loss or damages thereof, due to any reason whatsoever. In the event of non-acceptance of tender, the Tenderer will have to remove/take away the samples at his own expenses.

1.17 Approximate Net and Gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

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

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

1.20 The Tenderer should provide along with his tender the name of his Bankers, Account details if required by Human Space Flight Centre [HSFC], Bengaluru.

1.21 Human Space Flight Centre [HSFC] reserves the right to place order on the successful Tenderers for additional quantity at the rates quoted or as mutually agreed for a period up to 18 months from the date of release of original order.

## 2. 2. Chapter - 2

### 2.0 Instructions to E-Procurement Tenders:

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

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

- a] Tenderers may please note that without registering in our e-procurement portal, tenderers will not be able to quote for this e-tender.
- b] The vendor registration process shall be approved by the selected ISRO Centers.
- c] All registered vendors can download and participate in Public Tender.
- d] In case of Limited Tenders and Single Tenders, vendors can bid, if the tender is available in his dashboard.
- e] Vendor should enroll their Digital Certificate with the login ID.
- f] The client software should be up and running. This can be installed from the downloads link of login page.
- g] Tenderers can contact Help Desk No: 0471-2565454 in case of any difficulties for Registration and subsequent process.

MANUAL/POSTAL/COURIER/E-MAIL/FAX OFFERS WILL NOT BE CONSIDERED.FURTHER, IT MAY BE NOTED THAT NO MANUAL TENDER DOCUMENT WILL BE ISSUED BY HSFC.

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

2.4 No Tender Fee/EMD shall be payable for submission of Tender through e-procurement.

2.5 The Quotation should be valid for 120 days from the date of opening of the Tender.

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

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

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

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

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

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

2.12 Human Space Flight Centre [HSFC] shall be under no obligations to accept the lowest offer or any tender and reserve the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Tenderers shall supply the same at the rates quoted.

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

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

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

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

2.17 In case of Two-Part Tender price details should NOT be disclosed in Part-1 [Technical and Commercial] and in any other attachments enclosed in the Technical Bid. In case, price details are mentioned, the same will be rejected. The Technical documents need to be attached online as a single PDF file without any price information.



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

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

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

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

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

### 3. 3. Chapter - 3

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

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

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

- a] The subject items fall under divisible category.
- b] The offers are sought from Class I and Class II Local suppliers.

#### 3.3 Definition for Class of Suppliers:

A supplier or service provider, whose goods, services or works offered for procurement, has local

content:

- i. Equal to or more than 50% for Class-I Local Supplier.
- ii. Equal to or More than 20% but less than 50% for Class-II local supplier.
- iii. Less than 20%: Non-Local Supplier.

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

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

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

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

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

3.9 Purchase Preference Policy: -

Goods/Works which are divisible in nature [required quantity is greater than 1 or not a package basis]:

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

within the margin of purchase preference of 20%, the order shall be processed on L1 vendor.

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

3.10 Goods/Works which are not divisible [i.e. required quantity is 1 or as a package] and Services:

i] If L1 is from a 'Class-I local supplier' the contract will be awarded to L1 bidder.

ii] If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference [i.e. 20%] and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price [inclusive of duties, taxes and freight & insurance].

iii] In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price then the order/contract shall be awarded to the original L1 Bidder.

3.11 Applicability in tenders where contract is to be awarded to multiple bidders:

In tenders where contract is awarded to multiple bidder subject to matching of L 1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i] In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

ii] In other cases. 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

iii] If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' ( 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

iv] First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

v) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

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

3.13 The 'Class-I & II local supplier' should provide a "Self-Certification" along with technical offer indicating that the item offered meets the minimum local content [as per Definitions] as called for in the tender and provide the percentage of local content along with details of the location[s] at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC [minimum Local Content] in technical bid zone.

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

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

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

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

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

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

The above declared percentage of local content does not include in any item the cost of Transportation, Insurance, Installation, Commissioning, Training and After Sales Service Support like AMC/CMC. etc.

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.

Requirement of Registration:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade [DPIIT]. Hence, Bidder or Agent from a country sharing border with India shall mandatorily submit the copy of valid Registration Certificate registered with DPIIT along with the tender, without which the offer will be treated as invalid.

Model Clauses of Tenders:

1. 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.

2. Bidder [including the term tenderer, consultant 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 herein before, including any agency branch or office controlled by such persons, participating in a procurement process.

3. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

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

4. The beneficial owner for the purpose of [3] above 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, 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 majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii] In case of a partnership firm, the beneficial owner is the natural person[s] who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii] In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv] Where no natural person is identified under [i] or [ii] or [iii] above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v] In case of a trust, the identification of beneficial owner[s] shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder 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.
7. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
8. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

**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]

**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 fulfills all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**Model Certificates for Tenders for Work 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 fulfills all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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 . Bidders are also required to submit application for Security Clearance as per the Format as Appendix . The Appendix and Format are available in DPIIT website [i.e. [www.dipp.gov.in](http://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.

#### 4. 4. Chapter 4:

##### Terms and Conditions:

4.0 Definitions: In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

a] Acceptance shall mean conditional determination by Purchaser of the completion of the Work or any element thereof in accordance with the Contract, by issuance of a Certificate of Substantial Completion of Work as provided in the Contract.

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

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 letter or notification conveying its acceptance of the tender,



subject to such conditions as may have been stated therein.

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

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

k] Purchaser shall mean The President of India represented by its Director or Sr Head/Head, Purchase and Stores, Human Space Flight Centre [HSFC] Bengaluru or his successors or assigns.

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

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

n] Stores shall mean what the Contractor agrees to supply under the Contract/Tender as specified in the Purchase Order including erection of plant and machinery and subsequent testing should such a condition be included in the Purchase Order. o] Words indicating the singular only also includes the plural and vice versa, where the context so requires.

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

#### 4.1 Contract Agreement:

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

#### 4.2 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.

#### 4.3 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 carryout and complete the stipulated work irrespective of the variation in individual items as specified herein above.

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

#### 4.4 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.

#### 4.5 Goods and Service Tax:

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

#### 4.6 Concessional Goods and Services Tax:

Human Space Flight Centre [HSFC], Bengaluru is eligible for availing Concessional GST in terms of following Notifications issued by Government of India and Government of Karnataka for the procurement of Goods against production of Certificate issued by an Officer not below the rank of Deputy Secretary to Government of India certifying that the Goods being procured will be used for launch vehicles, satellites and payloads only.

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

2 Government of India, Ministry of Finance, Department of Revenue, under S. No. 243A [now 243B]

vide Notification No. 7/2018-Integrated Tax [Rate] dated 25.01.2018 and as amended vide Notification No. 25/2018-Integrated Tax [Rate] dated 31.12.2018 IGST @ 5%.

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

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

#### 4.7 Customs Duty:

Human Space Flight Centre, Bengaluru is partially exempted from payment of Customs Duty vide Notification No.12/12-Cus dated 17.03.2012 superseded by Notification No. 50/17-Customs dated 30.06.2017 and as amended vide Notification No. 5/2018-Customs dated 25.01.2018 Sl. No. 539A. The necessary Customs Duty Concessional Certification [CDCC] shall be provided. In case of Imported bought out Items if any, HSFC/Respective identified ISRO Centres/Units shall provide necessary Customs Duty Concessional Certificate [CDCC] only. All charges towards Import of items shall be borne by the tenderers. While requesting for issue of CDCC for the bought out Imported Items if any, the Tenderer[s] should mention the Item Description, Quantity and Value for which CDCC is to be provided for the bought out Imported Items. The necessary proof should be produced while requesting for issue of CDCC from HSFC/Respective identified ISRO Centres/Units.

#### 4.8 Evaluation of Tenders:

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

#### 4.9 Clarification Regarding Contents of the Bids:

During evaluation and comparison of bids, the Purchaser may, at its discretion, ask the Tenderer for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.

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

The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this Committee is authorized to discuss and get clarification/s from the Tenderers, if any. The Tenderer/s may be asked to give a presentation on his technical bid and arrange for

functional demonstration of the stores offered. No change in the substance of the bid or the price thereof shall be sought/offered/permitted.

#### 4.10 Bank Guarantee towards Free Issue Materials [FIM]:

The successful Tenderers shall furnish Bank Guarantee [BG] towards the cost of Free Issue Materials issued by Purchaser towards adequate Security for the FIM for the execution of the Contract and the said Tenderer will be duly authorized by PURCHASER to collect the free issue materials from HSFC site subject to the furnishing of the aforesaid Bank Guarantee. The BG is to be kept valid till supply and acceptance of the final product.

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

For Fabrication of items, in case FIM issued by HSFC, the Supplier should provide a material consumption statement indicating the quantity of FIM issued, actual quantity used, balance material returned, scrap returned etc. should be attached by the Fabricator to his final bill.

#### 4.11 Payment Terms:

All payments are subject to permissible legal deductions from the contract price as per the Contract. All payments shall be released only after successful and satisfactory completion of quantum and type of work, specified for respective activity. All payments shall be directly made by the Purchaser to the Tenderer.

All interim payments made shall be regarded as payments by way of advance against the final payment only, and not as payment for work actually completed and shall not preclude defective/imperfect/incomplete work to be removed. It will not be considered as an admission on the part of the Purchaser of the due performance of Contract or any part thereof nor shall it preclude, determine or affect in any way the powers of the Purchaser to determine the quality and quantity of work and issue such directions, as may be necessary to the Contractor.

#### 4.12 Terms of Payment in case of Indigenous Supplier[s]:

The Contractor[s] Bill will be processed for payment only after the Stores have been received, inspected and accepted by the Purchaser. Normally payment will be made for the accepted Stores within 30 days from the date of Receipt and Acceptance of the Material at Human Space Flight Centre [HSFC] against production of the following documents:

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

c] Warranty and Guarantee Certificates.

d] Test Certificate, if any.

#### 4.13 Bank Charges:

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

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

#### 4.15 Performance Security [PS]:

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 failure to complete his obligations under the contract. The Purchaser shall discharge the performance security bond after completion of Tenderer performance obligations including the warranty and post-warranty obligations under the contract.

The Performance Security may either be furnished in the form of an Account Payee Demand Draft; or Fixed Deposit Receipt from a Nationalized Bank, or Bank Guarantee from a Nationalized Bank or Online Payment in favour of 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.

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 risk, cost and liability. The Earnest Money Deposit, if any executed shall be forfeited and appropriate penal and legal action shall be initiated.

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

lieu of Performance Security.

#### 4.16 Guaranteed Time of Delivery:

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

#### 4.17 Ultimate Consignee:

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

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

#### 4.19 Inspection and Acceptance Tests:

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

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

#### 4.20 Acceptance of Stores:

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

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

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

If the whole or any part of the Stores supplied are rejected the Purchaser shall be at liberty, with or without notice to the Contractor, to Purchase in the open market at the expense of the Contractor, Stores meeting the necessary performance and quality contracted for in place of those rejected, provided that either the Purchaser or the agreement to Purchase from another supplier is made six months from the date of rejection of the Stores as aforesaid.

#### 4.21 Contractor[s] Default Liability:

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

If in the judgment of the Purchaser, the Contractor fails to make delivery of Stores within time specified in the Contract/Agreement or within the period for which extension has been granted by the Purchaser to Contractor.

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

In the event of Purchaser Terminating the Contract in whole or in part thereof, as provided herein above, the Purchaser reserves the right to purchase, upon such terms and in a manner as he may deem appropriate, Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar Stores, and/or for Liquidated Damages for delays as defined in Clause 4.25 until such reasonable time as may be required for the final supply of Stores.

If Contract is terminated as provided in Clause 4.21 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.

Any completed Stores.

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

In the event, the Purchaser does not exercise its right to terminate the Contract as provided in Clause 4.21, the Contractor shall continue the performance of the Contract, in which case he shall be liable to the Purchaser for Liquidated Damages for delay as set out in Clause 32.0 until the Stores are accepted.

#### 4.22 Replacement:

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

#### 4.23 Rejection:

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

a] Repair, Replace or rectify such defective Stores and recover extra cost so involved from the Contractor; or

b] Terminate the Contract for default as provided under Clause 3.23 above. The right to terminate and the right to replace the Stores shall not be derogatory to one another and shall mutually complement one another. In other words, the Purchaser shall be entitled to take either decision, or both.

#### 4.24 Force Majeure:

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

The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 7 days from the date of the occurrence and cessation of the force majeure condition/s. In the event of delay lasting over one month, arising from force majeure causes, the Purchaser reserves the right to cancel the contract without any obligation to compensate the Tenderer in any manner. Unless agreed by both the parties,



in writing, the Contractor shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

Any Certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carry out complete or partial performance of an obligation for more than 60 days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability.

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

#### 4.25 Delay in Completion/Liquidated Damages:

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

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

#### 4.26 Erection of Plant, Machinery and Installation of Software:

Wherever Erection of Plant or Machinery and Installation of Software is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the Erection and Installation of the Software as and when called upon to do so within the period specified by the Purchaser, the Purchaser shall have the right to get the Erection and Installation of the Software etc., done through any source/agency of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the Purchaser is liable to incur towards erection. The Contractor, shall,

however, not be entitled to any gain/payment due to such an action by the Purchaser.

If it appears to the authorised representative of the Purchaser that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior quality or description, or that any materials or articles procured by the tenderer for the execution of the work are of unsound quality or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the tenderer shall on demand in writing within 03 Months of the completion of the work from the said Authorised Representative notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require remove the materials or articles so specified and provide other proper and suitable materials or articles at its own cost. In the event Tenderer fails to rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may it shall be so strictly at the risk and expense in all respects of the Tenderer, including the right to refund of payment received and also cost of rectification.

#### 4.27 Standard Warranty/Guarantee:

All products/stores supplied against the bid shall be of high reliability and shall carry comprehensive free of cost warranty. The Contractor shall guarantee and certify that the Stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. The Purchaser expects the stores to be highly reliable which would result in lower maintenance and repair cost.

Guarantee for the period as indicated in the tender documents shall be after acceptance of the Stores. If any defects are discovered, therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, Contractor shall remedy such defects at his own cost provided, he is called upon to do so within a period of 12 months from the date of Acceptance thereof, by the Purchaser who shall state in writing in what respect the Stores or any part thereof, are faulty.

If in the opinion of the Purchaser, it becomes necessary to repair, replace or renew any defective Stores, such repair, replacement or renewal shall be made by the Contractor Free of all Cost to the Purchaser, provided the notice informing the Contractor of the defect is given by the Purchaser in this regard within the said period of 12 Months from the date of acceptance of Stores thereof.

If Contractor fail to rectify the defects, the Purchaser shall have right to reject or repair or replace, at the cost of the Contractor the whole or any portion of the defective Stores. The warranty for such replaced/repared items/stores shall be for 12 months from the date of handing over of such replaced/repared stores in complete and satisfactory condition to the Purchaser.

The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof, on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 Months or as to whether the nature of the

defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor. The Warranty/Guarantee certificate has to accompany the shipment.

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

#### 4.28 Termination:

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

a] For repeated non-performance in the execution of Purchase Order/Contract.

b] If the Contractor fails to deliver the final Product within the stipulated delivery schedule or any extension thereof, granted by 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.

#### 4.29 Parallel Contract:

Purchaser reserves the right to enter into Parallel Contract/s with one or more Contractors for procurement of Stores or any portion thereof that is covered by this Contract.

#### 4.30 Subletting/Assignment of the Contract:

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

#### 4.31 Secrecy:

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

#### 4.32 Arbitration:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru [Domestic and International] as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The Seat for Arbitration shall be Bengaluru and the Arbitration proceedings shall be conducted in English Language only.

Work under the contract shall be continued by the Contractor during the pendency of Arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator

unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot be possibly continued until the decision [whether final or interim] of the Arbitrator is obtained.

#### 4.33 Arbitration with Public Sector Undertakings:

In case of any dispute or difference of opinion arises between the parties connected to this Contract, such disputes or difference of opinion shall be resolved amicably by mutual consultation. Failing which, either party may take recourse of any alternative dispute settlement mechanism.

Notwithstanding anything contained in above para, in case of any dispute or difference of opinion falling under the exception to the ambit of Administrative Mechanism for Resolution of CPSEs Disputes [AMRCD] the party to this Contract with mutual consent may take recourse of any alternative dispute settlement mechanism including arbitration for settlement of such disputes as per applicable law and procedure. Further, also that all the differences or disputes including publication related disputes concerning intellectual property rights arising out of any activities performed under this agreement shall be in first attempt settled through mutual deliberations, failing which shall be further settled in terms of applicable laws and procedure.

#### 4.34 Language and Measures:

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

#### 4.35 Applicable Law and Jurisdiction:

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

#### 4.36 Indemnity:

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

his right to claim indemnity from his sub-contractors, if any.

#### 4.37 Counter Terms & Conditions:

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

#### 4.38 Security Interest:

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

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

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

#### 4.41 Fall Clause:

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

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

#### 4.42 Limitation of Liability:

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

The Purchaser shall be under no obligations to accept the lowest or any tender and reserve the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Tenderer[s] shall supply the same at the rates quoted.

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

#### 4.43 Buy Back Offer:

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

#### 4.44 Rejection of Bids:

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

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

#### 4.46 Lowest Offer:

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

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

#### 4.48 Changes in the Name and Address of the Supplier:

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

#### 4.49 Annual Maintenance Contract [AMC]/Extended Warranty:

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

#### 4.50 Public Procurement for Start-ups:

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

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

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

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

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

4.55 Inspection/Test/Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any inspection by Lloyds or any other Third-Party Agency is considered necessary, it shall be arranged by Contractors on the instructions of the Purchaser.

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

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

4.58 Average Financial Turnover for the preceding 03 Financial Years has to be provided by the



Tenderer along with the Quotation. This should be supported with three years Profit and Loss Account and Balance Sheet duly authenticated by Chartered Accountant.

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

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

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

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

4.63 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.

4.64 Additional Quantity [Optional Clause]:

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

## C. Bid Templates

### C.1 Technical Bid - Network Attached Storage

#### 1. Network Attached Storage (NAS)

##### Item specifications for Network Attached Storage (NAS)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Capacity	The system should be configured with 60 TB usable capacity or more using NL-SAS 7.2K or better RPM Drives with Triple drive failure protection.	Yes / No / Explain		
2	Storage Controller1	The Storage system offered must be a true unified and scale-out system offering NAS (file) , SAN (block) and object workloads. The Storage supplied should be an appliance with a Single Microcode offering all protocols and should not be based on server based General Purpose Filesystems or Operating systems such as Linux, Windows etc.	Yes / No / Explain		
3	Storage Controller2	Storage system must be offered in a No-Single-Point of Failure offering upto six 9s of availability with minimum 2 Nodes/Controllers and Scale-Out to minimum 12 Nodes/Controllers.	Yes / No / Explain		

4	Cache/Memory Support1	The system should be offered with minimum 128 GB or more Distributed/Global/Federated DRAM cache across dual controllers. The cache should be scalable to 384 GB or more in a scale-out architecture with minimum 12 Controllers or better. System should offer capability to protect the write cache in case of a controller failure. Also, a failure of controller should not lead to write-through mode for cache.	Yes / No / Explain		
5	Cache/Memory Support2	The system should be configured with minimum 2TB or more of SSD/Flash/NVMe in addition to the above and same should be scalable to 12TB or more.	Yes / No / Explain		
6	Number of Concurrent connection support	512 or more.	Yes / No / Explain		
7	Raid Level Support	Raid 6 or equivalent or better and the usable capacity should be config with dual drive failure	Yes / No / Explain		
8	Drive Support	The system must support intermixing of SSD, SAS, and NL-SAS drives , each of 12Gbps or more interface speed to meet the capacity and performance requirements for the applications. The system must support a minimum of 144 disks or more for scalability purpose.	Yes / No / Explain		

9	Disk Drive Protection	The proposed system should offer minimum dual drive failure protection, however for high density drives it should also support triple drive failure protection for better resiliency and performance.	Yes / No / Explain		
10	Protocols	The storage should be configured natively with FC, iSCSI, NFS (NFSv3, NFSv4, NFSv4.1 supporting RFC5661), CIFS/SMB protocols for use with different applications. In addition to the above, Object (S3 compatible) protocol should also be supported either natively or through any additional appliance.	Yes / No / Explain		
11	Front-End and Backend connectivity	The proposed storage system should have minimum 4x12Gb SAS ports and 8 x 16Gbps FC front end ports available across dual controllers.	Yes / No / Explain		
12	Storage General Features1	Capability of moving the hot data to high-performance drives and cold data to low performance drives in real time. The system should provide capability to tier data to high density drives on premise and off premise to an object storage or equivalent platform preserving data efficiencies .	Yes / No / Explain		
13	Storage General Features2	The proposed system should offer centralized, application-consistent data protection supported for various applications.	Yes / No / Explain		

14	Data Protection1	The proposed system/solution should offer incremental replication capabilities in both fan-out and cascading topologies. The WAN replication should be secured by end-to-end encryption and bandwidth optimization supported natively. All the necessary licenses should be available on day 1.	Yes / No / Explain		
15	Data Protection2	The system offered should provide the ability to recover files, databases, and complete volumes instantaneously from the snapshot copies.	Yes / No / Explain		
16	Data Protection3	The proposed system should be offered with the necessary licenses/software that simplify backup, restore and clone management by allowing moutable snapshots and clones without disruption to production.	Yes / No / Explain		
17	Data Protection4	The Proposed Storage system should have native GUI to monitor & perform operations on data protection jobs	Yes / No / Explain		
18	Data Protection5	Proposed storage should offer capabilities to create backup copies across sites and also allow replication of data across backup targets. Any license required should be configured.	Yes / No / Explain		

19	Security and Encryption1	Storage shall provide the capability to sanitize disk to ensure that data can be made unreadable while replacing the Disk Drives in the array.	Yes / No / Explain		
20	Security and Encryption2	The storage system should support the functionality to enable administrators in limiting or restricting users' administrative access granted for their defined role.	Yes / No / Explain		
21	Security and Encryption3	The Storage system should support (UEFI) secure boot to ensure that only signed and verified images are used to boot the system. Storage array should provide security feature while booting by ensuring that Key Manager manages keys to lock/unlock drives and associated volumes.	Yes / No / Explain		
22	Security and Encryption4	The storage system should offer capability towards visibility, detection and remediation of ransomware attacks. The storage system should provide a file blocking methodology that allows organizations to filter or block traffic based on file extensions and file metadata	Yes / No / Explain		
23	Security and Encryption5	Storage system must use TLS for secure communication and administration functions such as secure log forwarding.	Yes / No / Explain		

24	Security and Encryption6	Storage management software should support MFA to ensure secure access of Management Software. The Storage array should support SHA-2 level security for manging user credentials	Yes / No / Explain		
25	Security and Administration	Multi admin authentication facility for critical operation.	Yes / No / Explain		
26	Security and auditing	Audit Trail Capability – The Storage solution shall offer suitable solution to retain detailed of NFS Transaction Log to record every file access on the shared file system. The audit log shall include access time stamp, client node IP, mode of access (read or write) and user information. This log shall be retained at least for last 72 hours and shall be in searchable format. Vendor shall offer required resources for capturing this information.	Yes / No / Explain		
27	Security and Encryption7	Proposed storage should support block level data de-duplication , compression for all kinds of data (structured & unstructured), compaction and Thin provisioning .	Yes / No / Explain		

28	Data Reduction Technology / Storage Efficiency	The Storage Management Software should offer operational simplicity and rich data management functionalities for Unified Storage. It should provide a single dashboard to monitor health, availability, capacity usage, performance, and data protection status of various platforms along with resource planning.	Yes / No / Explain		
29	Mangement1	The management tool should display system alerts and notifications for proactive management on the dashboard for users to quickly access them and it should provide information about support cases raised on the cluster.	Yes / No / Explain		
30	Mangement2	The management tool should offer global search bar for all storage objects and also action based searching.	Yes / No / Explain		
31	Mangement3	The offered system should offer capability to find and fix security vulnerabilities and automate risk remediation.	Yes / No / Explain		
32	Management4	Suitable methodologies need to be provided for uploading and downloading files securely.	Yes / No / Explain		



33	Mangement5	The offered system should support ransomware and insider threat detection to protect data with early detection and actionable intelligence on ransomware and other malware incursions. It should detect malicious activity and protect the data by automatically taking a snapshot.	Yes / No / Explain		
34	Rack Mountable	The storage should be supplied with rack mount kit. All the necessary patch cords (Ethernet and Fiber) shall be provided and installed by the vendor.	Yes / No / Explain		
35	Service Center or Support	Vendor should have service or support center at Bengaluru .	Yes / No / Explain		
36	OEM Certification	The bidder must provide authorization letter from the OEM for their participation in this tender.	Yes / No / Explain		
37	Storage Quality Certification	OEM should have delivered more than 100 TB capacity storage solution to any Central Government agency/PSU's in last two years & document proof to be provided	Yes / No / Explain		
38	ISO certification	The bidder should have a valid ISO certification	Yes / No / Explain		
39	Warranty	The Hardware and software quoted should have 5 years support along with upgrade and updates periodically. Faulty disk will not be returned to OEM or vendor. Warranty support should including the above policy.	Yes / No / Explain		

40	Power Supply	Dual Redundant Power Supply	Yes / No / Explain		
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**Document : Specification**

**Document : Compliance Matrix**

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

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Network Attached Storage system with detailed functionality mentioned in specification shall be delivered and installation to be carried out at HSFC	To be complied	Yes / No / Explain		

**Supporting Documents required from Vendor**

- 1. Bill of material without price breakup**
- 2. Bill of Material with price breakup (Price Bid Related)**
- 3. OEM Declaration**
- 4. Technical Specification**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	INSTALLATION NEED TO BE DONE	Yes / No / Explain	
2	Delivery Terms - The Quotation should be FOR Destination/Door Delivery Basis	Yes / No / Explain	
3	Packing and Forwarding Charges Inclusive/Exclusive [in case of Exclusive please indicate the applicable Percentage]	Yes / No / Explain	
4	Delivery Period [in Weeks/Months]	Yes / No / Explain	
5	Freight Charges, if any	Yes / No / Explain	
6	No Insurance Coverage is required at Purchaser s Cost	Yes / No / Explain	
7	Mode of Despatch	Yes / No / Explain	
8	<p>Taxes and Duties:</p> <p>Government of India has implemented Goods and Services Tax [GST] w.e.f 01.07.2017. The Tenderer[s] should mandatorily possess a valid GSTIN along with the GST Registration Certificate. Please send duly self-attested certificate of GST Registration along with offer[s], in the absence of which your offer[s] will be invalid and shall not be considered.</p> <p>In the event, if the tenderers specifically not mentioned the GST Percentage or GST Amount while submitting their offer it will be deemed and considered as the prices quoted by the tenderers are inclusive of GST</p>	Yes / No / Explain	

9	<p>Goods and Service Tax [Intra State]:</p> <p>Government of India, Ministry of Finance, Department of Revenue, under S. No. 243A [now 243B] vide Notification No. 6/2018-Integrated Tax [Rate] dated 25.01.2018 and as amended vide Notification No. 24/2018-Integrated Tax [Rate] dated 31.12.2018</p> <p>(b) Government of Karnataka Finance Secretariat, under S. No. 243A [now 243B] vide Notification No. [6/2018] No. FD 48 CSL 2017, Bengaluru Dated 25.01.2018 and as amended as Notification No. [24/2018] No. FD 48 CSL 2017, Bengaluru Dated 31.12.2018.</p>	Yes / No / Explain	
10	<p>Goods and Service Tax [Inter State]:</p> <p>Government of India, Ministry of Finance, Department of Revenue, under S. No. 243A [now 243B] vide Notification No. 7/2018-Integrated Tax [Rate] dated 25.01.2018 and as amended vide Notification No. 25/2018-Integrated Tax [Rate] dated 31.12.2018</p>	Yes / No / Explain	
11	<p>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</p>	Yes / No / Explain	

12	<p>Customs Duty - Human Space Flight Centre [HSFC], Bengaluru/ISRO Centres/Units across India are partially exempted from payment of Customs Duty vide Notification No.12/12-Cus dated 17.03.2012 superseded by Notification No.50/17-Customs dated 30.06.2017 and as amended by Notification No. 5/2018-Customs dated 25.01.2018, Sl. No. 539A. The necessary Customs Duty Concessional Certificate [CDCC] shall be provided by HSFC/Respective identified ISRO Centres/Units. In case of Imported bought out Items if any, HSFC/Respective identified ISRO Centres/Units shall provide necessary Customs Duty Concessional Certificate [CDCC] only. All charges towards Import of items shall be borne by the tenderers. While requesting for issue of CDCC for the bought out Imported Items if any, the Tenderer[s] should mention the Item Description, Quantity and Value for which CDCC is to be provided for the bought out Imported Items. The necessary proof should be produced while requesting for issue of CDCC from HSFC/Respective identified ISRO Centres/Units.</p>	Yes / No / Explain	
13	<p>Payment Terms: Our Standard Payment Terms is 100% payment within 30 days after Receipt and Acceptance of Stores at our Site.</p>	Yes / No / Explain	
14	<p>Any Bank Charges payable to our Bank shall be payable by Purchaser. Similarly, any Bank charges payable to your bank shall be payable by the Contractor.</p>	Yes / No / Explain	
15	<p>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 plus 60 days.</p>	Yes / No / Explain	

16	<p>Bank Guarantee towards Free Issue of Materials: The successful Tenderer[s] shall furnish Bank Guarantee [BG] towards the cost of Free Issue Materials issued by Purchaser towards adequate Security for the FIM for the execution of the Contract and the said Tenderer will be duly authorized by Purchaser to collect the free issue materials from respective Identified ISRO Centres/Units site subject to the furnishing of the aforesaid Bank Guarantee. The BG is to be kept valid till supply and acceptance of the final product.</p> <p>The Bill of Material for the material used for the Fabrication Work and available balance to be prepared by you and countersigned by the User Department is to be sent along with the final bill for arranging the balance payment.</p>	Yes / No / Explain	
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17	<p>Performance Security [PS] -The Successful Tenderer[s] shall execute Performance Security for 3% [Three] of the value of the PO towards satisfactory execution of the PO including fulfilment of Warranty obligations. The Performance Security shall be executed through Account Payee Demand Draft/Bankers Cheque/Fixed Deposit Receipts or Bank Guarantee issued by a Nationalized Bank/Scheduled Bank. The Bank Guarantee must be valid for the entire Contract Period and an additional period of 60 days beyond the contractual obligations. The BG shall be executed on a Non-judicial stamp paper of appropriate value as per our specimen.</p> <p>In case the successful Tenderer[s] fails to furnish the Performance Security within 15 days after the receipt of PO or on signing of the Contract or any extension thereof, the Purchase Order shall be cancelled or terminated. The EMD if any, executed shall be forfeited and appropriate penal action shall be initiated. The performance Security will not carry any interest and shall be returned after completion of all the contractual obligations. Central Public Sector Undertakings [PSUs]/ Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of Performance Security [PS], and instead, an Indemnity Bond shall be executed in lieu of PS.</p>	Yes / No / Explain	
18	<p>Warranty/Guarantee - Tenderer[s] are requested the Indicate Applicable Standard Warranty/Guarantee Period [12 months] from the date of receipt and acceptance of items at our site. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To and Fro Freight Charges.</p>	Yes / No / Explain	

19	<p>Force Majeure/Extension of Time:</p> <p>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.</p> <p>The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition, shall notify the other party in writing not later than 21 days from the date of the occurrence of the force majeure conditions. In the event of delay lasting over 60 days, arising from force majeure causes, the Purchaser reserves the right to cancel the contract without any obligation to compensate the Contractor in any manner. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>	Yes / No / Explain	
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20	<p>Force Majeure/Extension of Time: (Continuation to the above para)</p> <p>Any Certificate issued by the Chamber of Commerce or any other competent authority or organization shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carryout complete or partial performance of an obligation for more than 60 days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability.</p>	Yes / No / Explain	
21	<p>Liquidated Damage:</p> <p>The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent [10 percent] of the Contract price of the unit or units so delayed.</p> <p>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.</p>	Yes / No / Explain	

<p>22</p>	<p>Termination and Short Closing of the Contract:</p> <p>Under the normal circumstances, Termination/Short Closing of the Contract are not foreseen. However, HSFC reserves the right to terminate the Contract by giving 30 Days prior notice in the following circumstances: -</p> <p>Due to repeated non-performance in the execution of Contract.</p> <p>If the Contractor fails to deliver the Stores/Services within the stipulated time or any extension thereof, granted by the Purchaser.</p> <p>If the Contractor fails to perform any other obligations under this Contract.</p> <p>If the Contractor becomes bankrupt or otherwise insolvent.</p> <p>Owing to deficiency of Stores/Service, breach of Contract.</p> <p>For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.</p> <p>If the Contractor fails to Honour the whole or any part of Contract including failure to deliver the Stores/Services within the time stipulated in the Contract.</p> <p>If the Contractor is found to have made any false or fraudulent declaration or statement to obtain the Contract or he is found to be indulging in unethical or unfair trade practices.</p> <p>When both the parties agree mutually.</p> <p>Any special circumstances, which must be recorded to justify the cancellation or termination of Contract.</p> <p>To Terminate the Contract wholly or partly without assigning any reason.</p>	<p>Yes / No / Explain</p>	
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23	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.	Yes / No / Explain	
24	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 HSFC Engineers to carry out FAT. The FAT is applicable wherever the RFP document/Scope of Work calls for such a FAT.	Yes / No / Explain	
25	Tenderer[s] are requested to mention whether Installation, Testing, Commissioning, Demonstration, Acceptance and imparting Training is necessary for the Tendered Stores.	Yes / No / Explain	
26	Training Free of Cost at Purchasers Site, if applicable	Yes / No / Explain	
27	Supply and Installation is subject to Purchasers Acceptance.	Yes / No / Explain	
28	Instruction/Operation Manual to be supplied Free of Cost.	Yes / No / Explain	
29	Cost of Spares included in the Price Bid/Not included.	Yes / No / Explain	
30	Will you be able to provide Consumables/Spares for 10 Years?	Yes / No / Explain	
31	Items from Latest Production batch only are to be supplied.	Yes / No / Explain	
32	Confirm whether you will be able to provide Samples Free of Cost, if called for	Yes / No / Explain	
33	Whether Prequalification of your facility procedure completed [if applicable]	Yes / No / Explain	
34	Whether approximate Weight [Net and Gross] of the Consignment is mentioned	Yes / No / Explain	
35	Metric Measurement Systems to be followed.	Yes / No / Explain	
36	Defective/Rejected Items if any are to be replaced Free of Cost.	Yes / No / Explain	

37	<p>Arbitration [For Indigenous]:</p> <p>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.</p>	Yes / No / Explain	
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38	<p>Arbitration [For Public Sector Undertakings]:</p> <p>In case of any dispute or difference of opinion arises between the parties connected to this Contract, such disputes or difference of opinion shall be resolved amicably by mutual consultation. Failing which, either party may take recourse of any alternative dispute settlement mechanism.</p> <p>Notwithstanding anything contained in above para, in case of any dispute or difference of opinion falling under the exception to the ambit of Administrative Mechanism for Resolution of CPSEs Disputes [AMRCD] the party to this Contract with mutual consent may take recourse of any alternative dispute settlement mechanism including arbitration for settlement of such disputes as per applicable law and procedure. Further, also that all the differences or disputes including publication related disputes concerning intellectual property rights arising out of any activities performed under this agreement shall be in first attempt settled through mutual deliberations, failing which shall be further settled in terms of applicable laws and procedure.</p>	Yes / No / Explain	
39	<p>Jurisdiction:</p> <p>The Courts within Bengaluru will have the Jurisdiction to deal with and deciding any matter arising out of this contract.</p>	Yes / No / Explain	
40	<p>Applicable Law - The contract shall be interpreted and construed and governed by the Laws of India.</p>	Yes / No / Explain	
41	<p>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.</p>	Yes / No / Explain	
42	<p>Validity of the Offer - Minimum of 120 days from the date of opening the Tender</p>	Yes / No / Explain	
43	<p>Local Content: Whether Class I or Class II Supplier. If so, please provide the percentage of local content</p>	Yes / No / Explain	

44	<p>SELF CERTIFICATION BY VENDOR [To be submitted along with Technical Offer]</p> <p>This is to certify that the item offered by _____ meets the minimum local content [i.e. Class-I or Class-II Local Supplier] as called for in the tender, having _____ percentage of local content along with the details of the location[s] _____ at which the local value addition is made.</p> <p>The above declared percentage of local content does not include the cost of Transportation, Insurance, Installation, Commissioning, Training and After Sales Service Support like AMC/CMC. etc.</p> <p>Authorized Signatory with seal</p>	Yes / No / Explain	
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### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Network Attached Storage (NAS)	2.00 Nos.		-		