

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

Tender for Gravity Offset System

Bids to be submitted online

Tender No.: HSFC/Group-D/HS202500019301 dated 27-04-2026

A. Tender Details

Tender No : **HSFC/Group-D/HS202500019301**

Tender Date : **27-04-2026**

Tender Classification: **GOODS**

Purchase Entity : **Group-D**

Centre : **HUMAN SPACE FLIGHT CENTRE (HSFC)**

Gravity Offset System

1] THIS IS PUBLIC TENDER -TWO PART BID BASIS.

2]THE BID SHALL BE SUBMITTED AS TWO PARTS I.E TECHNO-COMMERCIAL (PART-1) AND PRICE BID (PART-II). PRICE DETAILS SHOULD NOT BE DISCLOSED IN THE PART-1 (TECHNICAL AND COMMERCIAL BID) AND IN ANY OTHER ATTACHMENTS ENCLOSED IN THE TECHNICAL BID.

3] 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.

4]TENDERERS SHALL MANDATORILY SUBMIT COMPLIANCE WHEREVER APPLICABLE.

5] DETAILED TECHNICAL SPECIFICATIONS ARE ENCLOSED .

6] STANDARD TENDER TERMS & CONDITIONS ARE ENCLOSED.

7] SPECIFIC MANDATORY COMMERCIAL TERMS & CONDITIONS TO BE COMPLIED BY THE TENDERERS ARE ENCLOSED.

8] LOCAL CONTENT DECLARATION BY THE COMPETENT AUTHORITY SHALL BE PROVIDED AS PER TENDER TERMS AND CONDITIONS CHAPTER-3. FAILING TO SUBMIT THE LOCAL CONTENT DECLARATION CERTIFICATE IS LIABLE TO BE REJECTED.

9] BIDDERS SHALL MANDATORILY SUBMIT LAND BORDER SHARING DECLARATION.

Note: I

A. Vendor will deploy an authorized person for handling and preventive maintenance at our site a who will regularly carry out servicing and maintenance of the gravity offset system and for the preventive maintenance, report should be provided.

B. The vendor will deploy one person at our site who will attend to any number of breakdown.

C. Within 1 week Vendor shall provide the remedial resolution after registering complaint from HSFC.

Note:II

ADDITIONAL TERMS AND CONDITIONS W.R.TO COMPREHENSIVE AMC

1]) All statutory taxes will be deducted as per the rules from time to time.

2]) During the CAMC period, the vendor shall be responsible for all costs relating to replacement of faulty parts, Labour, maintenance (preventive and corrective) and transport charges.

3] Vendor has to carry complete set of test equipment, tools and tackles his own arrangement and no additional charges shall be paid on this account.

4] Vendor has to depute their technically qualified and experienced engineer for carrying out the maintenance work/ activities.

5] Adequate safety measures shall be adopted by the service engineers while working at site.

6] Any damage or loss caused to the power fencing system or their parts during maintenance/ repair/ service due to negligence, mishandling or by any other reason shall be borne by the vendor.

7] Vendor will be responsible for any mishap or accident or untoward incidence during the maintenance/ repair/ service which may occur due to negligence of the service engineer of the vendor.

8] HSFC/ISRO shall not be responsible for any damages, losses, claims, any financial compensation or other injury to any Service provider's personnel deployed by Service provider in the course of their performing the maintenance/ repair/ service.

9] The vendor shall comply with all the statutory rules, regulations acts connected with Labour Law, ESI, EPF and minimum wages act.

10] The vendor has to issue a valid photo ID card to Service provider's personnel deployed.

11] Service provider's personnel should be followed security rules, Safety precautions and regulations

strictly while working at site.

12] Department, being a High Security zone, the Service provider's personnel deployed by the vendor shall be required to follow all the security requirements such as possessing a valid pass and Govt. ID card during their stay and maintaining high order of discipline, while on duty.

A.1 Tender Schedule

Bid Submission Start Date : **27-04-2026 17:00**

Bid Clarification Due Date : **04-05-2026 10:00**

Bid Submission Due Date : **12-05-2026 14:00**

Bid Opening Date : **12-05-2026 14:01**

Price Bid Opening Date : **18-05-2026 10:00**

B. Tender Attachments

Technical Write-up/Drawings

Document : Document

Instructions To Vendors

2. Instructions to Domestic Tenderers [Project]-PSO [K] dated 09.10.2025-With MII

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

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 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, standards terms 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 Tenderers 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 [as notified vide OM No: F.12/17/2019-PPD dated 06.02.2020 and] 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. HSFC may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the tender document. If, after evaluating the price analyses, the HSFC determines that the Bidder has substantially failed to demonstrate capability to deliver the contract at the offered price, the HSFC may reject the Bid/ Proposal and evaluate the next higher bidder (and so on), at his/ their own quoted rate (if considered reasonable, and not by the counter-offering rate of Predatory Pricing), for the award of contract.

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

1.9 At any time prior to the deadline for submission of bids, HSFC may for any reason on his own initiative modify the bidding document by amendment. The amendment will be notified in writing by e-mail to the prospective Tenderers or uploaded in online or on the ISRO 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 and Corrigenda thereof will be uploaded on the ISRO website [i.e. www.isro.gov.in], Central Public Procurement Portal website [i.e. www.eprocure.gov.in/epublish]. 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 specified in the respective tender documents. The Bid 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. Tenderers should not submit their bid through E-mail unless called for shall not be accepted.

1.14 Tenderers shall quote the 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 by tenderer must be FIRM AND FIXED 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 mentioning the actual percentage of the item.

1.19 Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and words. This situation normally does not arise in the case of e-procurement. This should be taken care of in the manner indicated below:

a) If, in the price structure quoted for the required goods, there is a discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly;

b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected.

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

The prices quoted by tenderer shall remain valid for 120 days from the date of the bid opening. A bid valid for a shorter period shall be rejected by Purchaser as non-response.

1.20 The Tenderer should mandatorily provide the name of his Bankers, Account details while submitting their offer to Human Space Flight Centre [HSFC], Bengaluru.

1.21 Human Space Flight Centre [HSFC] reserves the right to place the Repeat Order for additional quantity if required, at the rates quoted within the period of 18 months from the date of release of original purchase order.

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

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

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

2. Chapter - 2

2.0 Instructions to E-Procurement Tenders:

2.1 Human Space Flight Centre has implemented 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, tenderer 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 / OFFERS WILL NOT BE CONSIDERED. FURTHER, IT MAY BE NOTED THAT NO MANUAL TENDER DOCUMENT WILL BE ISSUED BY HSFC.

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

2.4No 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 has 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.

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

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

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

2.10The Tenderers are requested to submit the Bids through 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, the Tenderer 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 reserves 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 Tendering process prior to the awarding of the Project, the Bid Security 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 In case of Two Part Tender the enquiry covers detailed technical specification along with Commercial Terms and Conditions. The submission of 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] such as Delivery Terms, Delivery Period, Payment Terms (without mentioning the price or amount), acceptance of Bank Charges Performance Security for performance of Contract and also for fulfilment of Warranty obligation, Validity of the Offer, Warranty/Guarantee, Liquidated Damages [for delayed supplies] and all available technical literature, catalogues and other data in support of the specifications and details of the items, etc. which have to be filled up online.

2.19 Prices are required to be quoted according to the units indicated, in the Part-2 [Price Bid] only OR any other Price Format along with Break-up of price as called for in respective cases should be provided in PDF format as an attachment in Part-2 only by the tenderer to HSFC.

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. 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-B.E-II dated 15.06.2017 as amended by Order No. P-45021/2/2017-B.E-II dated 28.05.2018, Order No. P-45021/2/2017-B.E-II dated 29.05.2019, Order No. P-45021/2/2017-B.E-II dated 04.06.2020, Order No. P-45021/2/2017-B.E-II dated 16.09.2020 and Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol. II [Revision] dated 19.07.2024 and Order No. DPIIT OM No. P-45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 08.07.2025. thereafter any amendments issued shall be applicable to preference to Make in India from time to time.

In order to encourage Make in India and promote manufacturing and production of goods and services in India with a view to enhancing income, employment and support the Indian industries. ISRO has implemented Make in India-Purchase Preference Policy. The Purchase Preference is applicable for the Class I Supplier for the goods / services / works covered in this tender, subject to the following terms and conditions: -

3.3 Definition for Class of Suppliers:

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

- a) Equal to or more than 50% for Class-I Local Supplier.
- b) Equal to or More than 20% but less than 50% for Class-II Local Supplier.
- c) Less than 20%: Non-Local Supplier.

3.4 Definition of Local Content:

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

3.5 Explanatory Notes for Calculation of Local Content given above:

a) Imported items sourced locally from re-sellers/distributors shall be excluded from calculation of local content.

b) The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.

c) Procurement / Supply of repackaged / refurbished / rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/ refurbished/ rebranded imported products is as follows:

i) Refurbishing means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

ii) Repacking means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

iii) Rebranding means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.

d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items [inclusive of taxes] along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

Class-I Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-I Local Supplier i.e. Equal to or more than 50%.

3.7 Class-II Local Supplier means a supplier or service provider, whose goods, services or works

offered for procurement, meets the minimum local content less than that prescribed for Class-II Local Supplier i.e. Equal to or More than 20% but less than 50%.

3.8 Non-Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for Class-II Local Supplier i.e. Less than 20%.

3.9 L1 Means the lowest tender or lowest bid or the or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

3.10 Margin of Purchase Preference means the maximum extent to which the price quoted by a Class-I Local Supplier may be above the L1 for the purpose of purchase preference.

3.11 Works means all works as per Rule 130 of GFR-2017, and will also include Turnkey Works.

3.12 Special Treatment for items covered under Production Linked Incentive [PLI] Scheme:

Definition of Production Linked Incentive Scheme:

a) The Production Linked Incentive [PLI] Scheme is a part of India's Make in India initiative that aims to boost domestic manufacturing and exports. The scheme offers incentives to companies to invest in and expand their manufacturing capability with the goal of reducing reliance on imports.

b) The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class-II Local Supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I Local Supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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

a) In procurement of all goods, services or works where equal to or more than 50% for Class-I Local Supplier, only Class-I Local Supplier shall be eligible to bid irrespective of Purchase value.

b) Only Class-I Local Supplier and Class-II Local Supplier, as defined in 3.3(a & b) above shall be eligible to bid in procurement except when Global tender enquiry has been issued. In Global Tender enquiries, Non-Local Suppliers shall also be eligible to bid along with Class-I Local Suppliers and Class-II Local Suppliers. In procurement of all goods services or works, not covered by sub-para 3.13(a) above.

c) For the purpose of this order, Works includes Engineering, Procurement and Construction [EPC]

Contracts and Services include System Integrator [SI] contracts.

3.14 Purchase Preference Policy:

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

a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I Local Supplier, the contract for full quantity will be awarded to L1.

b) If L1 bid is not a Class-I Local Supplier 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I Local Supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I Local Suppliers quoted price falling within the margin of purchase preference [i.e. 20%], and contract for that quantity shall be awarded to such Class-I Local Supplier subject to matching the L1 price. In case such lowest eligible Class-I Local Supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I Local Supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I Local Suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I Local Supplier, the contract for full quantity will be awarded to L1.

b) If L1 is not Class-I Local Supplier, the lowest bidder among the Class-I Local Supplier, will be invited to match the L1 price subject to Class-I Local Suppliers quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I Local Supplier subject to matching the L1 price.

c) In case such lowest eligible Class-I Local Supplier fails to match the L1 price, the Class-I Local Supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I Local Supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d) Class-II Local Supplier will not get purchase preference.

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

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

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

3.16 Exemption of Small Purchases:

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

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

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

3.18 Minimum Local Content:

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

3.19 Margin of Purchase Preference:

The margin of purchase preference shall be 20%.

3.20 Verification of Local Content:

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

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

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

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

3.21 Any terms and conditions not covered under this chapter needs to be followed as per orders issued by Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade [Public Procurement Section - Preference to Make in India] as per Order No. P-45021/2/2017-B.E-II dated 15.06.2017 as amended by Order No. P-45021/2/2017-B.E-II dated 28.05.2018, Order No. P-45021/2/2017-B.E-II dated 29.05.2019, Order No. P-45021/2/2017-B.E-II dated 04.06.2020, Order No. P-45021/2/2017-B.E-II dated 16.09.2020 and Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol. II [Revision] dated 19.07.2024 and as amended from time to time.

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

Formula to Calculate Local Content:

Formula to Calculate Local Content:

Formula to Calculate Local Content:

Local content equal to $(\text{Sale price} - \text{Value of imported content}) \times 100$ divided by Sale price

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

4. Chapter - 4

Countries Sharing Land Border with India

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

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

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

The Bidder shall mandatorily submit the copy of valid Registration Certificate issued by DPIIT along with the tender without which the offer will be treated as invalid.

4.1 Requirement of Registration:

Any bidder from a country which shares a land border with India will be eligible to bid in any

procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No.4) No: F.7/10/2021-PPD dated 23.02.2023.

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

Definitions:

4.3 Bidder for the purpose of the Order (including the term tenderer, consultant vendor or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4.4 Tender for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

4.5 Transfer of Technology means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently- (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final).

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

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

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a

country; or

d)An entity whose beneficial owner is situated in such a country; or

e)An Indian (or other) agent of such an entity; or

f)A natural person who is a citizen of such a country; or

g)A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

4.8Beneficial owner for the purposes of Para 4.7 (d) will be as under:

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

Explanation:

a)Controlling ownership interest means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b)Control shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

4.8Agent for the purpose of this Tender is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

4.9 Sensitive Sectors/Technologies:

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

4.10 Sub-contracting in Works Contracts:

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

4.11 Certificate regarding Compliance:

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

4.12 Validity of Registration:

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

4.13 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].

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

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

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

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

OR

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

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

Land Border Sharing Declaration

(To be submitted in the bidders letter head)

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

Tender Number: _____

Item Description/Job: _____

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

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

OR

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

For and behalf of _____ (Name of the bidder)

(Signature, date and seal of authorized representative of the bidder)

5. Chapter - 5

Terms and Conditions:

5.0 Definitions:

5.1 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 Purchasers 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.

5.2Contract Agreement:

The Tenderer shall enter into a Contract Agreement with the Purchaser within 120 [One Hundred Twenty] 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 after the issue of Letter of Award and the same stands withdrawn.

5.3 Transparency:

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

5.4 Prices:

Tenders offering Firm and Fixed Prices only will be considered. Tenderer shall quote prices separately furnishing break-up of cost towards Basic Cost of Items, Packing, Forwarding, Freight, Handling, Installation, Commissioning and Training, Extended Warranty and AMC if any and applicable percentage of GST along with HSN Code.

5.5 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.

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 hereinabove.

5.6 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. Tenderers participating in HSFC tender should mandatorily submit GST Registration Certificate along with offer[s]. In case, the Tenderer[s] are not registered under GST their offer will be treated as invalid and the same will not be considered for evaluation.

5.7 Goods and Services Tax:

Intrastate Transactions

In terms of the Notification No. 09/2025-Central Tax [Rate] dated 17.09.2025 under SI.No.462 issued by Government of India and Notification No. [09/2025] FD 02 CSL 2025 dated 19.09.2025 issued by Government of Karnataka the applicable rate of GST is 5% [CGST@2.5% plus SGST@2.5%] for Scientific and Technical Instruments, Apparatus, Equipment, Accessories, Parts, Components, Spares, Tools, Mock Ups and Modules, Raw Material and Consumables required for launch Vehicles and Satellites and Payloads

Interstate Transactions

Similarly, in terms of Notification No. 09/2025-Integrated Tax [Rate] dated 17.09.2025, under SI.No.462, the applicable rate of IGST is @ 5% for Scientific and Technical Instruments, Apparatus, Equipment, Accessories, Parts, Components, Spares, Tools, Mock Ups and Modules, Raw Material and Consumables required for launch Vehicles and Satellites and Payloads.

Tenderers are hereby requested to take note of this aspect and submit the Quotation accordingly. Further, If the quoted items not fall under the above category, tenderers are advised to quote the applicable rate of GST. HSFC SHALL NOT ISSUE ANY GST DECLARATION FOR THE ABOVE CATEGORY OF ITEMS.

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.

Tenderer[s] are also requested to mention the HSN/SAC Code against each item at the time of submission of their offer.

5.7.2 Tenderers are here by requested to take note of this aspect and submit the Quotation accordingly. 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.

5.7.3 Note: After release of Purchase Order/Contract to successful Tenderer, any increase in Statutory Levy beyond the original Delivery Schedule the applicable rates of Taxes and Duties are not reimbursable.

5.8 Customs Duty:

HSFC is fully exempted from payment of Customs Duty under SI. No. 339 of Customs Notification No. 45/2025-Customs dated 24.10.2025 as amended vide Notification No. 02/2026 dated 01.02.2026 issued by Government of India, Ministry of Finance, Department of Revenue.

HSFC shall only provide necessary Customs Duty Exemption Certificate [CDEC] against proof of Import Invoice, Airway Bill. Any additional duty apart from providing CDEC charged by Customs Authorities the same shall be borne by the Contractor. In addition to above, contractor should bear the cost of additional duty if any, Freight and Custom Clearance Charges for imported brought out items.

While requesting for issue of CDEC for the brought out Imported items if any, the Contractor should mention the Item Description, Quantity and mention the price for import content of brought out items along with OEM Certificate and Country of Origin if any for brought out item along with HSN code

5.9 Custom Duty for Brought Out Items:

5.9.1 In case of Imported brought out items if any, HSFC shall only provide necessary Customs Duty Exemption Certificate [CDEC] against proof of Import Invoice, Airway Bill. Any additional duty apart from providing CDEC charged by Customs Authorities the same shall be borne by the Tenderer. In addition to above, Tenderers should bear the cost of additional duty if any, Freight and Custom Clearance Charges for imported brought out items. Tenderers are requested to take note of this aspect and submit their offer clearly mentioning that the quoted Price does not include Customs Duty for imported brought out items.

5.9.2 Similarly, while requesting for issue of CDEC for the brought out Imported items if any, the Tenderer[s] should mention the Item Description, Approximate Quantity and mention the approximate percentage of quoted price for import content of brought out items. Subsequently, Tenderers are requested to submit OEM Certificate and Country of Origin if any for brought out item along with HSN code.

5.10 Income Tax:

The Income Tax at Source [TDS] if any, shall be deducted as per the provisions of Income Tax Act as amended from time to time. Accounts Officer, HSFC will issue necessary IT Certificate.

5.11 Evaluation of Tenders:

The Evaluation/Loading criteria at appropriate MCLR Rate as notified by Reserve Bank of India from time to time shall be loaded in respect of Advance Payment, Bank Guarantees towards Free Issue of Materials [FIM], etc., having financial implications will be considered to arrive at L-1 status.

5.12 Clarification Regarding Contents of the Bids:

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

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

5.12.3 The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this Committee is authorized to discuss and get clarification/s from the Tenderers, if any. In the event, if HSFC has sought clarifications from bidders with a deadline date to submit their response, the bidders who does not reply within the deadline their offers are liable for rejection. Subsequently, if the Tenderer/s may be asked to give a presentation on his technical bid and arrange for functional demonstration of the stores offered the same shall be carried out at bidders cost. No change in the substance of the bid or the price thereof shall be sought/offered/permitted.

5.13 Performance Security [PS]:

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

5.13.3 The Performance Security may be furnished in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form in favour of Accounts Officer, Human Space Flight Centre [HSFC], Bengaluru. The Bank Guarantee should remain valid for the entire contract period and an additional period of 60 days beyond the date of completion of all contractual obligations 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.

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

5.13.5 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.

5.14 Bank Guarantee towards Free Issue Materials [FIM]:

5.14.1 The successful Tenderers shall furnish equivalent 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 HSFCs 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.

5.14.2 In the case of Central Public Sector Undertaking/Public Sector Enterprises/Autonomous Bodies and Government Organization, Indemnity Bond [IB] shall be considered in place of Bank Guarantee.

5.14.3 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.

5.15 Normal Payment Terms for Domestic Supplier[s]:

5.15.1 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) Packing List
- c) Delivery Challan
- d) Warranty and Guarantee Certificates.
- e) Test Certificate, if any.

5.15.2 All bills should be directly addressed and submit their bills to Accounts Officer, HSFC. All payments are subject to permissible legal deductions from the contract price as per the Contract. All payments shall be directly made by the Purchaser to the Contractor.

5.16 Bank Charges:

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

5.17 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 during transit by Road or Rail. The Contractor[s] shall be held responsible for all losses and damages of Stores caused due to improper packaging.

5.18 Guaranteed Time of Delivery:

The time 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 impose Liquidated Damage/ Terminate/Cancel the Order/Contract at his discretion if applicable.

5.19 Ultimate Consignee:

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

5.20 Place of Delivery:

Human Space Flight Centre is spread across different locations in Bengaluru. Hence, the place of delivery shall be from any of the following address. Exact place of delivery shall be incorporated in the respective Purchase Order.

a) Human Space Flight Centre, ISRO HQ Campus, Anthariksh Bhavan, New BEL Road Bengaluru-560 094.

b) ISRO Satellite Integration and Testing Establishment [ISITE], Karthik Nagar, Near Outer Ring Road, Marathahalli, Bengaluru ? 560 037.

c) Human Space Flight Centre Technical Facility-1, Karthik Nagar, Near Outer Ring Road, Marathahalli, Bengaluru ? 560 037.

d) Human Space Flight Centre Technical Facility-2, Lalagondanahalli, Near Rani Cross, NH-7, Avathi Post, Devanahalli Post, Bengaluru?560 110.

5.21 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. In case the Tenderer submitting quotation with Insurance, the element of insurance portion will be deducted from the quotation submitted by the Tenderer.

5.22 Inspection and Acceptance Tests:

5.22.1 The Purchasers representative[s] shall be entitled right to visit Contractors factory premises during manufacturing process to Inspect, examine and test the material and workmanship of all Stores to be supplied under this Contract and if any part of the said Stores is being manufactured on other premises, the Contractor shall obtain necessary permission from the sub-contractor to inspect, examine and test at sub-contractor premises by the Purchaser.

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

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

5.23 Acceptance of Stores:

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

5.23.2 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.

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

5.23.4 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 of the rejection by the Purchaser shall be final and binding on the Contractor.

5.24 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: -

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

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

c)In the event of Purchaser Terminating the Contract in whole or in part thereof, as provided hereinabove, the Purchaser reserves the right to purchase, upon such terms and in a manner as he may deem appropriate, Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar Stores, and/or for Liquidated Damages for delays as defined in Clause 5.28 until such reasonable time as may be required for the final supply of Stores.

d)If Contract is terminated as provided in Clause 5.24 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.

e)Any completed Stores.

f)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.

g)In the event, the Purchaser does not exercise its right to terminate the Contract as provided in Clause 5.28, 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 5.28 until the Stores are accepted.

5.25Replacement:

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 delivered 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.

5.26Rejection:

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)It shall be complete responsibility of the successful Tenderer to collect the rejected item at their own cost for repair or replacement of defective Stores. If the Contractor fails to take back the rejected Stores within the reasonable time after replacement, Purchaser has right to dispose the rejected Stores.

b)Repair, Replace or rectify such defective Stores and recover extra cost so involved from the

Contractor; or

c) Terminate the Contract for default as provided under Clause 48.0 above. The right to terminate and the right to replace the Stores shall not be derogatory to one another and shall mutually complement one another. In other words, the Purchaser shall be entitled to take either decision, or both.

5.27 Force Majeure:

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

5.27.2 The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 21 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.

5.27.3 Any Certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to 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.

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

5.28 Delay in Completion/Liquidated Damages:

5.28.1 The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the

Contract or any extension thereof, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, shall recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Total Contract value of the undelivered Stores for each calendar week of delay or part thereof. The total maximum Liquidated Damages shall not exceed Ten percent [10 percent] of the Total Contract value.

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

Interest on Advance Payment:

5.28.3 In case if any, Advance Payment is drawn by the suppliers, HSFC will be charging interest at appropriate rate in case of any delay attributable to the contractor/ supplier in effecting the supply after the prescribed or extended 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.

5.29 Erection of Plant, Machinery and Installation of Software:

5.29.1 Wherever Erection of Plant or Machinery and Installation of Software is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the Erection and Installation of the Software as and when called upon to do so within the period specified by the Purchaser, the Purchaser shall have the right to get the Erection and Installation of the Software etc., done through any source/agency of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the Purchaser is liable to incur towards erection. The Contractor, shall, however, not be entitled to any gain/payment due to such an action by the Purchaser.

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

5.30 Standard Warranty/Guarantee:

5.31.1 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.

5.31.2 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.

5.31.3 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 at 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.

5.31.4 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/repaired items/stores shall be for 12 months or as specified in the tender document from the date of handing over of such replaced/repaired stores in complete and satisfactory condition to the Purchaser.

5.31.5 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 specified in the tender document 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.

5.31.6 All the replacement Stores shall also be guaranteed for a period of 12 or as specified in the tender document months from the date receipt of item in Stores at Purchasers site.

5.32 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 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].

b)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.

c)If the Contractor is unable to rectify the defects or offer replacements in lieu of defective items

d)If the final Product does not pass Inspection and Quality requirements of Purchase Order/Contract.

e)If the Contractor fails to perform any other obligations under Purchase Order/Contract.

f)If the Contractor becomes bankrupt or otherwise insolvent.

g)Owing to deficiency of service, breach of Contract.

h)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.

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

5.33 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.

5.34 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.

5.35 Secrecy:

The technical information, drawings, specifications and other related documents provided by the Purchaser and forming part of the Contract are the property of Purchaser and shall not be used or disclosed for any other purpose, except for execution of the Contract. All rights, including rights in the event of grant of patent and registration of designs are reserved in favour of the Purchaser. The technical information, drawings, specifications, records and other documents provided by the

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

5.36 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.

5.37 Dispute Resolution for Public Sector Undertakings

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts other than taxation, between the following Organizations/Departments, such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution as mentioned in the Office Memorandum No: OM No: 4(1)-2013-DPE(GM)/FTS-1835 dated 22.05.2018 and as amended vide Office Memorandum No: DP-GM-05/0003/2019-FTS-10937 dated 20.02.2020, OM No: 05/0003-2019-FTS-10937 dated 14.12.2020 and OM No: DPE-05/0002/2023-AMRCD dated 25.07.2024 shall apply in consonance with applicable Indian Laws and Public Policy.

- a)CPSE and CPSE
- b)CPSE and Ministry/Department of Central Government
- c)CPSE and Public Authority/Organisation or University under the Central Government
- d)CPSE and State Government/State PSUs/Public Authority/Organisation or University under any State Government

The decision of AMRCD on the said dispute will be binding on both the parties.

5.38 Dispute Resolution for MSMEs:

The Micro, Small and Medium Enterprises Development [MSMED] Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to the Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in the MSMED Act 2006, these provisions shall prevail over this Agreement.

5.39 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.

5.40 Applicable 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 and its amendment acts 2015 and 2021.

5.41 Indemnity:

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

5.42 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.

5.43 Security Interest:

On each item to be delivered under this Contract, including an item of work in progress in respect of which partial payment have been made in accordance with the Terms of the Contract. Purchaser shall have a Security Interest for the item work in progress which shall be deemed 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.

5.44 Training:

The Contractor shall, if required by the Purchaser, provide all necessary facilities for the Practical Training to Purchasers Representative or Technical Personnel deputed to your manufacturing facility 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.

5.45 Risk Purchase:

In the event of failure on the part of the Contractor to deliver the ordered items in accordance with the delivery schedule mentioned in the Contract, the Purchaser shall have the option to procure the quantity of ordered item from any other Contractor with whom Purchaser has already having a Contract as per the Contract Price with them or in open market as required to meet Purchasers requirements. The extra expenditure involved, if any, incurred by the Purchaser, in procuring the quantity of ordered item on the Contractor, if the Contractor failed to supply, will be recovered from the bills due to the Contractor. However, the liability of the Contractor for such Risk Purchase shall be limited to actual quantity obtained from other sources.

5.46 Fall Clause:

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

performance of all supply orders placed during the currency of the Contract is completed.

5.46.2 If at any time during the said period, the Contractor reduces the sale price, sells or offers to sell such Stores/Services to any person[s], Organisation[s], including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or 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.

5.47 Limitation of Liability:

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

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

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

5.48 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.

5.49 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.

5.50 Conditional Discount Offer:

Conditional Discounts Offers will not be considered.

5.51 Lowest Offer:

The Lowest Offer [L-1] shall be decided based on the aggregate value of all items put together [inclusive of Freight, Taxes and Duties, Packing and Forwarding or any other charges] for which Quotation have been called for wherever necessary.

5.52 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.

5.53 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.

5.54 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 Tenderers have demanded for Advance Payment/Milestone Payment in order to arrive at landed cost of the Quotations received and evaluation of Quotations shall be made accordingly.

5.55 Pre-Delivery Inspection:

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

5.55.2 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.

5.56 Erection, Assembly or Commissioning:

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.

5.57 Instruction/Operation Manual:

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.

5.58 Average Financial Turnover:

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 Audited Balance Sheet along with Profit and Loss Account duly authenticated by Chartered Accountant along with comments of Auditors.

5.59 Viable Financial Plan/Model:

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.

5.60 Additional Quantity [Optional Clause]:

The Purchaser reserves the right to increase/decrease the quantity during the placement of Purchase Order/Contract. Similarly, 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.

5.61 High Sea Sale:

Tenderers submitting offer[s] against High Sea Sale Trade, the Price of such offers should be in Indian Rupees only and shall be inclusive of Freight, applicable Additional Duty if any and Customs Clearance Charges for delivery up to Human Space Flight Centre, Bengaluru. The offers shall be Firm, Fixed Price. HSFC, will only provide Concessional Custom Duty Exemption Certificate vide Notification No. 5/2018-Customs dated 25.01.2018 Sl. No. 539A. Please note HSFC will not reimburse any duty or additional duty paid to Customs.

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

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

5.62 Validity of Offer:

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

5.63 Public Procurement for Start-ups:

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

6. Chapter-6

Conditions for Annual Maintenance Contract [AMC] [wherever applicable]

6.1 Annual Maintenance Contract [AMC]/Extended Warranty:

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

6.2 Down-Time Compensation:

In case, if any Break-Down Calls are not attended within the response time of less than 24 [Twenty-Four] Hours of lodging the complaint, Down-Time Compensation at the rate of 0.5% [One-Half of One Percent] of the Service Charges applicable to the specific equipment[s] per day shall be recovered from the Service Provider. The Service Provider shall depute their Resident Engineer to the Service Receiver premises immediately but not later than 24 [Twenty-Four] Hours on receipt of lodging the complaint. However, No Boarding, Lodging, Canteen Facilities and Transportation Charges will be paid extra during the currency of the contract.

6.3 Payment for Annual Maintenance Contract [AMC]/Extended Warranty:

6.3.1 The payment shall be released quarterly on pro-rata basis after successful completion of each regular Maintenance against submission of the following documents:

a) Original Signed Invoice

b) Original Service Report for having carried out each Preventive Maintenance Service.

c) A Certificate issued by Focal Point for having successfully carried out each Preventive Maintenance Service duly approved by Competent Authority.

6.3.2 All bills should be directly addressed to Accounts Officer, HSFC. The Service Provider shall submit their bills directly to Focal Point for Certification. After Certification, Focal Point shall directly forward the bill to Accounts Officer to release the payment.

6.3.3 Security Deposit [SD for AMC]:

In the event of any AMC Contract, the successful Service Provider shall guarantee faithful execution of the Contract in accordance with the terms and conditions specified. As a performance security, the Service Provider shall furnish Security Deposit for 3% of the total Contract value in the form of Bank Guarantee issued by a Nationalized/ Scheduled Bank valid till completion of the Contract. The Security Deposit shall not carry any interest and shall be returned on completion of all the Contractual obligations. The Security Deposit has to be executed within 15 days after the receipt of order as per our specimen but before the release of 1st quarterly payment.

6.4 Spare Parts:

In case of Non-Comprehensive Annual Maintenance Contract, Service Receiver shall arrange to provide genuine spare parts as and when required for Repair/Maintenance. In case, spare parts are not available with the Service Receiver, the same shall be provided by the Service Provider against payment including taxes, if any. The spares shall be supplied or incorporated in the system only after a written confirmation is issued by the Service Receiver. The old/worn out parts replaced by new parts shall be the property of the Service Receiver and hence to be surrendered to the Service Receiver and due acknowledgement to be obtained from the Focal Point.

C. Bid Templates

C.1 Technical Bid - Gravity Offset System

1. MECHANICAL ASSEMBLY - GRAVITY OFFSET SYSTEM

Item specifications for MECHANICAL ASSEMBLY - GRAVITY OFFSET SYSTEM

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Ceiling frame: Self-standing Steel Frame	<ul style="list-style-type: none">• 8m × 6m cross section,• 5m High• Mass: 16000 kg• Industrial Concrete Floor with minimum Concrete thickness of 17cm	Yes / No / Explain		
2	Overhead Support/Moving Structure	<ul style="list-style-type: none">• Provide multi-axis movement for 2 astronauts in parallel in close vicinity of each other.• Max speed: 2.5m/s• Absolute positioning: ~40mm (up to 50s delay is acceptable)• Relative positioning: ~20mm (up to 2s delay is acceptable)	Yes / No / Explain		
3	Off-loading mechanism	<ul style="list-style-type: none">• Passive system• Off-loading capability: 2 - 150kg• Max range: 2m	Yes / No / Explain		
4	Power cabinet	230V, 50Hz	Yes / No / Explain		
5	3DoF Gimbal and harnesses	Gimbal to be customized for ISRO purposes (based on the Subject dimensions)	Yes / No / Explain		
6	Mission Control Centre	<ul style="list-style-type: none">• High End PC/Workstation and accessories to control the system.• Control software• Communication equipment	Yes / No / Explain		

7	Sensors	<ul style="list-style-type: none"> • GOS vehicle shall be equipped with a 360deg radar detection system allow to track the ceiling boundaries and also dynamic moving objects. 	Yes / No / Explain		
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2. Supply and Installation, Testing and Commissioning of Gravity offset System

3. Spares for Gravity offset system - Ceiling Tiles & Vehicle required Essential spares

4. Comprehensive AMC - 1st year

5. Comprehensive AMC - 2nd year

6. Comprehensive AMC - 3rd Year

Supporting Documents required from Vendor

1. Warranty Certificate

2. COC

3. Data Sheets, Brouchers of items

4. User Manuals

5. Operation Manuals

6. Local Content Declaration

7. Land Border Sharing Declaration

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Delivery Terms - The Quotation should be FOR Destination on Door Delivery Basis	Yes / No / Explain	
2	Packing and Forwarding Charges shall be inclusive.	Yes / No / Explain	
3	Delivery Period [Refer SI.No.9 of RFP] Note: The delivery period shall be inclusive of Installation, Commissioning, Testing & Training if applicable.	Yes / No / Explain	
4	Freight Charges Inclusive/Exclusive [In case of exclusive please indicate the applicable Percentage]	Yes / No / Explain	
5	Mode of Despatch	Yes / No / Explain	

6	<p>Goods and Services Tax:</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. Tenderers participating in HSFC tender should mandatorily submit GST Registration Certificate along with offer[s]. In case, the Tenderer[s] are not registered under GST their offer will be treated as invalid and the same will not be considered for evaluation.</p> <p>Intrastate Transaction</p> <p>In terms of the Notification No. 09/2025-Central Tax [Rate] dated 17.09.2025 issued by Government of India and Gazette Notification No. [09/2025] FD 02 CSL 2025 dated 19.09.2025 issued by Government of Karnataka the applicable rate of GST [CGST @2.5% plus SGST @2.5%] is 5% for Scientific and Technical Instruments, Apparatus, Equipment, Accessories, Parts, Components, Spares, Tools, Mock Ups and Modules, Raw Material and Consumables required for launch Vehicles and Satellites and Payloads</p> <p>Interstate Transaction</p> <p>Similarly, in terms of Notification No. 09/2025-Integrated Tax [Rate] dated 17.09.2025, Under Sl.No.462, the applicable rate of IGST is 5% for Scientific and Technical Instruments, Apparatus, Equipment, Accessories, Parts, Components, Spares, Tools, Mock Ups and Modules, Raw Material and Consumables required for launch Vehicles and Satellites and Payloads.</p> <p>Tenderers are here by requested to take note of this aspect and submit the Quotation accordingly. Further, if the items fall other than the above category, applicable rate of GST shall be paid.</p> <p>In the event, if the tenderers specifically not mentioned the GST Percentage or GST Amount while</p>	Yes / No / Explain	
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submitting their offer it will be deemed and considered as the prices quoted by the tenderers are inclusive of GST.

Tenderer[s] are also requested to mention the HSN/SAC Code against each item at the time of submission of their offer..

<p>7</p>	<p>Customs Duty</p> <p>In case of Import of Primary Item:</p> <p>HSFC is fully exempted from payment of Customs Duty under Sl. No. 339 of Customs Notification No. 45/2025-Customs dated 24.10.2025 as amended vide Notification No. 02/2026 dated 01.02.2026 issued by Government of India, Ministry of Finance, Department of Revenue.</p> <p>HSFC shall only provide necessary Customs Duty Exemption Certificate [CDEC] against proof of Import Invoice, Airway Bill. Any additional duty apart from providing CDEC charged by Customs Authorities the same shall be borne by the Contractor. In addition to above, contractor should bear the cost of additional duty if any, Freight and Custom Clearance Charges for imported brought out items.</p> <p>While requesting for issue of CDEC for the brought out Imported items if any, the Contractor should mention the Item Description, Quantity and mention the price for import content of brought out items along with OEM Certificate and Country of Origin if any for brought out item along with HSN code</p> <p>In case of Imported brought out items if any:</p> <p>HSFC shall only provide necessary Customs Duty Exemption Certificate [CDCC] as per Notification mentioned at 8(a) above against proof of Import Invoice, Airway Bill. Any additional duty apart from providing CDCC charged by Customs Authorities the same shall be borne by the Tenderer. In addition to above, Tenderers should bear the cost of additional duty Freight and Custom Clearance Charges for imported brought out items. Tenderers are requested to take note of this aspect and submit the offer clearly mentioning that the quoted Price does not include Customs Duty for imported brought out items. Tenderers are requested to submit OEM Certificate if any for brought out item.</p> <p>Declare Country of Origin for</p>	<p>Yes / No / Explain</p>	
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	brought out items		
8	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	Yes / No / Explain	
9	Payment Terms: HSFC Standard Payment Terms is 100% payment within 30 days after Receipt and Acceptance of Stores at our Site.	Yes / No / Explain	
10	Bank Charges: Any Bank Charges payable to our Bank shall be payable by Purchaser. Similarly, any Bank charges payable to your bank shall be payable by the Contractor.	Yes / No / Explain	
11	Advance Payment Bank Guarantee: Normally, HSFC will not consider Advance Payment. In case of any Advance Payment requested by Tenderer, the same shall be supported by an Equivalent Bank Guarantee from a Nationalised Bank or Commercial Bank approved by RBI valid till receipt of the Final Product/Stores plus 60 days.	Yes / No / Explain	
12	<p>Interest on Advance Payment: While preparing Comparative Statement of Tenders [CST] appropriate Marginal Cost of Funds based lending rate [MCLR] or any other rate as notified by Reserve Bank of India from time to time, shall be loaded in all cases where the Tenderers have demanded for Advance Payment/Milestone Payment in order to arrive at landed cost of the Quotations received and evaluation of Quotations shall be made accordingly.</p> <p>In case if any Advance Payment is Drawn by the suppliers, HSFC will be charging interest at appropriate rate in case of any delay attributable to the contractor/supplier in effecting the supply after the prescribed delivery date. The levy of interest in such cases shall be for the period beyond the specified delivery date, on the amount of balance advance payment.</p>	Yes / No / Explain	

13	<p>Bank Guarantee towards Free Issue of Materials: The successful Tenderer[s] shall furnish Equivalent 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 plus 60 days.</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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14	<p>Performance Security [PS]:</p> <p>The Successful Tenderer[s] shall execute Performance Security for 3% of the value of the PO towards satisfactory execution of the PO including fulfilment of Warranty/Extended 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 Commercial Bank approved by RBI . 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	
15	<p>Warranty/Guarantee:</p> <p>Tenderer[s] are requested the Indicate Applicable Standard Warranty/Guarantee Period till acceptance of Stores at Purchasers premises. Any replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To and Fro Freight Charges. The minimum Warranty/Guarantee shall be 12 Months from the date of Acceptance.</p>	Yes / No / Explain	

16	<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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17	<p>Force Majeure/Extension of Time: [in continuation] 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	
18	<p>Liquidated Damage: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, shall recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Total Contract value of the undelivered Stores for each calendar week of delay or part thereof. The total maximum Liquidated Damages shall not exceed Ten percent [10 percent] of the Total Contract value.</p> <p>In case if any Advance Payment is Drawn by the suppliers, HSFC will be charging interest at appropriate rate in case of any delay attributable to the contractor/supplier in effecting the supply after the prescribed delivery date. The levy of interest in such cases shall be for the period beyond the specified delivery date, on the amount of balance advance payment.</p>	Yes / No / Explain	

<p>19</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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20	Pre-Delivery Inspection [PDI - if any]: 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	
21	Factory Acceptance Testing [FAT - if any]: 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	
22	Tenderer[s] are requested to mention whether Installation, Testing, Commissioning, Demonstration, Acceptance and imparting Training is necessary for the Tendered Stores.	Yes / No / Explain	
23	Training Free of Cost at Purchasers Site, if applicable	Yes / No / Explain	
24	Supply and Installation is subject to Purchasers Acceptance	Yes / No / Explain	
25	Instruction/Operation Manual to be supplied Free of Cost	Yes / No / Explain	
26	Cost of Spares included in the Price Bid/Not included.	Yes / No / Explain	
27	Will you be able to provide Consumables/Spares for 10 Years	Yes / No / Explain	
28	Items from Latest Production batch only are to be supplied	Yes / No / Explain	
29	Samples to be provided at Free of Cost, if called for	Yes / No / Explain	
30	Whether Prequalification of your facility procedure completed [if applicable]	Yes / No / Explain	
31	Whether approximate Weight [Net and Gross] of the Consignment is mentioned	Yes / No / Explain	
32	Metric Measurement Systems to be followed.	Yes / No / Explain	

33	Defective/Rejected Items if any are to be replaced Free of Cost. It shall be complete responsibility of the successful Tenderer to collect the rejected item at their own cost for repair or replacement of defective Stores.	Yes / No / Explain	
34	<p>Arbitration:</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.</p> <p>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	

35	<p>Dispute Resolution for Public Sector Undertakings : In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts other than taxation, between the following Organizations/Departments, such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution as mentioned in the Office Memorandum No: OM No: 4(1)-2013-DPE(GM)/FTS-1835 dated 22.05.2018 and as amended vide Office Memorandum No: DP-GM-05/0003/2019-FTS-10937 dated 20.02.2020, OM No: 05/0003-2019-FTS-10937 dated 14.12.2020 and OM No: DPE-05/0002/2023-AMRCD dated 25.07.2024 shall apply in consonance with applicable Indian Laws and Public Policy.</p> <p>a)CPSE and CPSE b)CPSE and Ministry/Department of Central Government c)CPSE and Public Authority/Organisation or University under the Central Government d)CPSE and State Government/State PSUs/Public Authority/ Organisation or University under any State Government</p> <p>The decision of AMRCD on the said dispute will be binding on both the parties.</p>	Yes / No / Explain	
36	<p>Dispute Resolution for MSMEs: The Micro, Small and Medium Enterprises Development [MSMED] Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to the Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in the MSMED Act 2006, these provisions shall prevail over this Agreement</p>	Yes / No / Explain	
37	<p>Jurisdiction: The Courts within Bengaluru will have the Jurisdiction to deal with and deciding any matter arising out of this contract</p>	Yes / No / Explain	
38	<p>Applicable Law: The contract shall be interpreted and construed and governed by the Laws of India.</p>	Yes / No / Explain	

39	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.	Yes / No / Explain	
40	Two Part Bid System: For Two Part Bid Tenderers are requested to submit offer in online if the tender is solicited through Electronic Government Procurement System [EGPS] in Two separate Stages i.e. 1] Technical Commercial Bid per EGPS Template 2] Price Bid as per EGPS Template	Yes / No / Explain	
41	Compliance to Land Border Sharing as per Chapter-4 of General Terms and Conditions	Yes / No / Explain	
42	Local Content: Whether Class Local I or Class II Local Supplier. If so, please provide the percentage of local content and self-declaration of local content as per format. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice. Similarly, tenderers requested confirm to product specific local content requirements mandated by respective Nodal Ministries Note: Tenders while self-declaring the local content for tendered item should not consider the cost of Transportation, Insurance, Installation, Commissioning, Training and After Sales Service support like AMC/CMC etc as per Make in India Order.	Yes / No / Explain	
43	Validity of the Offer: Minimum of 120 days from the date of opening the Tender	Yes / No / Explain	

SELF CERTIFICATION BY VENDOR

[To be submitted along with Technical Offer]

This is to certify that the item offered by _____ Vendor Name _____ meets the minimum local content [i.e. Class-I or Class-II Local Supplier] as called for in the tender _____ percentage of local content along with the details of the location[s]

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_____ at which the local value addition is made.

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.

Authorized Signatory with seal

Yes / No / Explain

45	<p>Land Border Sharing Declaration (To be submitted in the bidders letter head)</p> <p>In-line with Department of Expenditures (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 and 24.7.2020 and F.No. 7/10/2021-PPD(1) dated 23.02.2023</p> <p>Tender Number: _____</p> <p>Item Description/Job: _____</p> <p>I/ we have read the clauses pertaining to Department of Expenditures (DoE) Public Procurement Division Order (Public procurement no 1, 2 and 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 and 24.7.2020 and F.No. 7/10/2021-PPD(1) dated 23.02.2023) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder Name of the Bidder _____ is / are</p> <p>a) Not from such a country and eligible to be considered for this tender. OR b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)</p> <p>For and behalf of _____ (Name of the bidder) (Signature, date and seal of authorized representative of the bidder)</p>	Yes / No / Explain	
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46	Do you have Unique GeM Seller ID? If Yes, provide details. If No, As per Officer Memorandum No. 6/9/2020-PPD dated 24.08.2020 issued by Government of India, Ministry of Finance, Department of Expenditure, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered on GeM and obtain Unique GeM Seller ID, at the time of placement of Purchase Order/acceptance of contract. Tenderers shall ensure the same	Yes / No / Explain	
47	Indicate the applicable HSN/SAC Codes for the quoted item/s	Yes / No / Explain	
48	Delivery Place: HSFC, Devanahalli	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	MECHANICAL ASSEMBLY - GRAVITY OFFSET SYSTEM	1.00 Nos.		-		
2	Supply and Installation, Testing and Commissioning of Gravity offset System	1.00 Unit		-		
3	Spares for Gravity offset system - Ceiling Tiles & Vehicle required Essential spares	4.00 Nos.		-		
4	Comprehensive AMC - 1st year	1.00 Years		-		
5	Comprehensive AMC - 2nd year	1.00 Years		-		
6	Comprehensive AMC - 3rd Year	1.00 Years		-		