Signer: B JOTHI LAKSHMI
Tue Sep 01 11:40:58 IST 2026

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
U. R. RAO SATELLITE CENTRE (URSC)
BANGALORE

Tender for SpaceFibre Multi-Lane PCIe Interface Card

Bids to be submitted online

Tender No.: URSC/CE/IS202600093801 dated 01-09-2026

A. Tender Details

Tender No :	**URSC/CE/IS202600093801**
Tender Date :	**01-09-2026**
Tender Classification:	**GOODS**
Purchase Entity :	**CE**
Centre :	**U. R. RAO SATELLITE CENTRE (URSC)**

SpaceFibre Multi-Lane PCIe Interface Card

1. Please refer detailed Technical specifications and Specific Terms & Conditions before submitting the bid .
2. Please provide point to point compliance to the attached compliance statement.
3. Clarification, if any/reply shall be raised by supplier in E-Portal and also send a copy to pso_f@ursc.gov.in

A.1 Tender Schedule

Bid Submission Start Date :	**01-09-2026 16:00**
Bid Clarification Due Date :	**15-09-2026 16:00**
Bid Submission Due Date :	**22-09-2026 09:30**
Bid Opening Date :	**22-09-2026 10:00**
Price Bid Opening Date :	**23-09-2026 10:00**

B. Tender Attachments

NA

Instructions To Vendors

1. Instruction to Tenderers and General Terms and Conditions [PT/LT/ST] ..Ver.-2.. w.e.f April-2026

1. Government of India

2. Department of Space

3. U R Rao Satellite Centre (URSC)

4. Instruction to Tenderers and General Terms and Conditions

5. Public Tenders/ Limited Tenders / Single Tenders (Indigenous procurement)

6. CHAPTER-A

7. Definitions

8. 1. U.R RAO SATELLITE CENTRE [URSC] OR RECIPIENT OR PURCHASER OR BUYER is a constituent Centre under the Indian Space Research Organization (ISRO) of the Department of Space (DOS) which is the lead Centre for realization of Spacecrafts for ISRO and other user agencies. URSC shall mean and include its Units/Entities/Groups/Divisions and the facilities all over Karnataka State under the administrative control of URSC and the Offices located at HAL Airport Road, Vimanapura Post, Bengaluru 560 017 & ISRO Satellite Integration and Test Establishment (ISITE), Marathahalli, Bengaluru 560 037.

9. 2. The term BIDDER OR VENDOR OR SUPPLIER OR CONTRACTOR OR SELLER OR TENDERER shall mean any registered Establishment which will be deemed responsible and held accountable for executing the Contract upon its award.

10. 3. PURCHASE ORDER (PO) OR CONTRACT shall mean the agreement reached between the Seller and Buyer through the tendering process including post tender negotiations whereby the Seller agrees to Supply or make available the contracted goods & services to the Buyer at designated places as is defined in the detailed scope of work for an agreed price or consideration and shall be legally enforceable.

11. 4. The term FOCAL POINT shall mean the designated officials of URSC, from the technical/administrative Entities/Divisions of the Centre, who will be coordinating with the Seller. The details of Focal Point of URSC shall be specified in the PO.

12. 5. The term CONTRACT AMENDMENT OR PURCHASE ORDER (PO) AMENDMENT mentioned in the succeeding paragraphs refer to the periodical revisions to the CONTRACT OR PURCHASE ORDER (PO) issued by Purchase Division of URSC comprising of the revised/corrected/updated terms which were mutually agreed upon by the Seller and the Buyer post the tendering process; which will be legally enforceable.

13. 6. Definitions: In the Purchase Order or Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

a. Purchase Order or Contract shall include Supply Order, Work Order, Consultancy Contract, Contract for Services, Rate Contract, Framework Agreement, Letter of Award, Agreement, Repeat Order or a Formal Agreement and it shall mean a formal legal agreement in writing relating to the subject matter of procurement entered into between the Buyer and Seller on mutually accepted terms and conditions and the performance thereof shall be legally enforceable. The Purchase Order shall be issued by the Buyer incorporating the mutually agreed terms and conditions of the tender, product/service specifications, prices etc. and all these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

b. Contractor or Supplier or Service Provider or Seller shall mean and include the individual, firm, Limited Liability Partnership (LLP) or company on whom the Purchase Order is issued for undertaking the supply/service/works and shall include the legal representatives, nominees, affiliates, successors in interest, permitted assignees, heirs, executors and administrators of such individual, LLP, firm or company.

c. Contract Value or Purchase Order Value as per the delivery terms shall be reckoned for the purpose of computation of SD/PBG/LD etc.

d. Date of commencement of work': The date of start of Contract shall in all cases be reckoned from the date of issue of Purchase Order unless otherwise specified in the special T & C.

e. Drawings shall mean the drawings referred to in the Contract document including modifications from time to time furnished or approved by the Buyer.

f. Month means English calendar month and 'Day' means a calendar day of 24 hours each.

g. Purchaser shall mean the President of India who is represented by Director or Sr. Head/Head, Purchase and Stores/Sr. Purchase & Stores Officer/Purchase & Stores Officer, U R Rao Satellite

Centre (URSC), Bengaluru or his successors or assignees.

h. Purchase Order Amendment shall mean the periodical communication of revisions/addendum/modifications effected on the Purchase Order formally signed by the Buyer and addressed to the Seller. These shall be legally enforceable for the performance

i. Stores shall include Goods, Materials, Spare parts, Hardware, Software, Equipment, Plant, Consumables, Test Reports, Data Pack, Licenses, Patents, Services etc. and shall mean what the Contractor agrees to supply under the Contract/Tender as specified in the Purchase Order.

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

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

14. Chapter-B

15. Scope of Contract, Duration, Extension of Contract, Instruction to Sellers etc.

16. 7. The subject tender is for procuring goods/goods & services confirming to the Specification as is mentioned in the Detailed specification document.

17. 8. Guaranteed Time of Delivery: Delivery period shall be specified in Tender. In case the tender calls for installation, then the Tenderers shall mention the schedule for supply and installation separately. Time required for installation post supply shall be clearly defined to avoid any lag period between supply and installation/commissioning.

18. 9. The Tenderers are advised to read the technical specifications, terms and conditions & other details relating to the Supply/Service/Work contemplated in the Bid document carefully and fully acquaint themselves as to all the conditions and matters which may in anyway affect the Supply/Service/Work or cost thereof. By virtue of bid submission, the Tenderer shall be deemed to have known the nature, scope and magnitude of the Supply/Service/Work. Tenderer should bid only if they consider themselves eligible and if they are in possession of all documents required as per the tender.

19. 10. If the Tenderer is found ineligible after opening of tenders, the said tender shall become invalid ipso facto, and costs of the tender document and processing fees, if any, shall not be refunded. URSC shall, at its option, reject those Offers which are not in compliance with the tender conditions, 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 provision, even if the tenderer claims to satisfy all the other tender conditions, URSC reserves the right to assess the capability of the Tenderer to perform the contract keeping in view the overall interests of URSC. If it is reasonably satisfied that the Tenderer lacks the capability and capacity to perform or execute the contract satisfactorily, URSC reserves the right to reject the bid, by assigning applicable reasons thereof. The decisions of URSC in this regard will be final.

20. 10.1Measures to counter Predatory Pricing / Abnormally Low Bids (ALB):
If the Buyer observes that the Bid price, in combination with other elements of the Bid, is so low that the capability of the Seller to perform the contract at the offered price is doubtful, the bid will be liable for rejection invoking the provisions of Predatory Pricing/Abnormally Low Bid. The following shall be the measures to be adopted for the re evaluation of the Bid and to declare the same as Predatory/Abnormally Low Bid:
(i)Buyer shall obtain written clarifications from the Bidder on the Product/Services including detailed price analyses of its Bid price (elements of cost) in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the tender document. The Bidder shall ensure that such details are furnished within a reasonable time not later than 7 days of the request.
(ii)The Buyer shall analyze the prices through its internal mechanism comprising of Techno commercial committees/procurement committees.
(iii)If the Buyer, after due analysis of the prices, determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Buyer 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 counter offering the rate of ALB), for the award of contract.
The decision of the Buyer in this regard shall be final and binding on the bidders.

21. 11. Any negligence or omission or failure on the part of the Tenderer in obtaining necessary information from URSC on the matters stated above or in any other matter affecting the tender or performance of the contract shall not relieve him from any of the risks or liabilities or the responsibilities for completion of the contract in accordance with the bid documents.

22. 12. All the requirements stated in the succeeding paragraphs are the minimum information required by the Buyer. The Buyer reserves the right to request for any additional information and also reserves the right to reject any of the tenderer, if in its opinion, the qualification criteria or the data furnished is incomplete or if the tenderer is found not qualified to perform the contract satisfactorily. The Tenderer shall bear all costs and expenses associated with preparation and submission of bid including post bid discussions, technical and other presentations and URSC will in no case be responsible or liable for honoring/reimbursing 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 URSC, even though URSC may elect to modify or withdraw the invitation to Bid or not to accept the Bid at any point of time for valid

internal reasons.

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

24. 14. 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. URSC will not be responsible for non receipt of tender(s)/offer(s) due to any loss of tender documents and it shall be the sole responsibility of the Tenderer to ensure submission/uploading of the tender(s)/offer(s) within the time fixed and URSC will not be responsible for non submission of tender(s)/offer(s) within the stipulated date and time due to any software issues or Network issues or Server down/Holidays. Tenderer(s) shall submit their bid(s) well in advance to overcome last minute glitches.

25. 15. Offers received after stipulated time and date will be rejected.

26. 16. Public Tender documents will also be uploaded on the ISRO website i.e., www.isro.gov.in. Interested Tenderers may download the tender documents from the website and submit their offers as per details mentioned in the Tender Notification.

27. 17. If the tender opening date happens to be on an unidentified Holiday due to any reason, including Force Majeure, tender(s) shall be opened on the next working day.

28. 18. Tenderers shall submit the quotations through Online Only. The Tender shall be complete in respect of all technical specifications, instructions, drawings, pamphlets and catalogues, as prescribed in the tender document. Failure to furnish all information as per the requirements of the tender document and submission of bid not substantially responsive to the tender document shall render the tender liable for rejection. Any/All Bids by way of Fax/E mail shall not be accepted.

29. 19. Tenderers shall quote Prices in Indian Rupees Only for Stores offered by them in the Price Template. As this is a Local Tender, any bid for which payment is expressed in foreign currency shall be liable for rejection.

30. 20. All available technical literature, catalogues, Valid / Tender Specific Original Equipment Manufacturer Authorization Certificate (OEM) and other data in support of the specifications and details of the items should be furnished along with the offer wherever necessary. Unsolicited documents received after Tender due date & time shall not be entertained.

31. 21. Samples, if called for, should be submitted free of charges by the Tenderers and URSC shall not be responsible for any loss or damages thereof, due to any reason whatsoever. All incidental expenses towards submission of samples including Freight charges, Taxes & Duties etc. shall be borne by the Tenderer. Delivery of samples to URSC Stores shall be the responsibility of Tenderer. In the event of non acceptance of tender, the Tenderer will have to remove/take away the samples at their own expenses within a reasonable period of three months. Items not removed/taken back despite sufficient notices will be disposed of by URSC and the net proceeds thereof will be remitted to Government.

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

33. 23. Specifications: The description of the system in the documents supplied by the Tenderer along with the Bid shall be such as to ensure a clear understanding of the same and to permit its comparative evaluation. Stores offered should strictly confirm to URSC Specifications. Deviations, if any, should be clearly indicated by the Tenderer in their quotation. The tender should also indicate the Make/Type, number of the Stores offered and provide catalogues, technical literature, and samples, wherever necessary along with the quotations. Test Certificate wherever necessary should be forwarded along with Supplies. Whenever options are called for in our Specifications, the Tenderer should address all such options. Wherever specifically mentioned by us, the Tenderer could suggest changes to specifications with appropriate justification for the same.

34. 24. All amounts shall be indicated both in words as well as in figures. Whenever there is a difference between the amount quoted in words and that which is expressed in figures, the amount which is expressed in words shall prevail over the amount quoted in figures.

35. 25. The Bid and the Prices quoted shall remain valid for 90 days for Single Part Tender. In case of Two Part Tender, bid validity shall remain valid for 120 days from the date of opening Part 1 and 90 days from the date of opening of Part 2 bid. A bid valid for a shorter period shall be rejected by Buyer as non responsive.

36. 26. Repeat Orders: URSC or any other ISRO Centres/Units reserves the right to place repeat orders on the successful Tenderers who have performed the Contract for any additional quantity requirements and such requirement shall not exceed the original quantity ordered. Such Repeat Orders shall be concluded within a period of 18 months from the date of release of original PO based on mutual consent of the parties and shall be at the same rates and Terms & Conditions as that of the Original PO.

37. 27.Earnest Money Deposit [EMD]:

a. The Tender should be accompanied with an Earnest Money Deposit [EMD] for a prescribed amount

wherever called for in the covering sheet of Notice Inviting Tender [NIT].

b. Registered Tenderers and those Tenderers who have applied for renewal of registration, Central PSUs/PSEs /Autonomous Bodies, Micro and Small Enterprises, KVIC, etc., are exempted from payment of EMD. Tenderers seeking exemption from payment of EMD shall submit necessary valid proof before opening of Tender.

c. Any Tender not accompanied with EMD or without any valid Certificate for exemption shall be treated as invalid tender and shall be rejected.

d. The said Earnest Money Deposit shall be in the form of Demand Draft/Bankers Cheque/Fixed Deposit Receipts payable at place as mentioned in NIT in favour of Accounts Officer, URSC payable at Bengaluru from any Nationalized/Scheduled bank or Bank Guarantee from any Nationalized/Scheduled banks in the enclosed format. The Bank Guarantee shall be valid for 45 days beyond the Tender validity date. No interest will be payable by URSC on the said amount covered under EMD/any other Security Deposit

e. The EMD of the unsuccessful Tenderers will be returned to them within 30 days from the date of the award of the Contract to the successful Tenderer.

f. The EMD will be forfeited if the Tenderer withdraws or amends or impairs or derogates from the Tender in any respect within the validity period of the Tender.

g. In case of Public Tender[s] floated through E procurement portal, such of those Tenderer[s] who are registered with ISRO/URSC web portal under e mode are exempted from payment of Earnest Money Deposit.

38. 28. Micro and Small Enterprises [MSEs]

In case, a bidder is an MSE, registered under National Small Industries Corporation (NSIC) or any other Government Agencies and would like to avail exemptions/preferential treatments prescribed by GoI, the bid should be accompanied with necessary registration certificate and a declaration to consider their offer for preferential treatment. Quotation received without a valid registration certificate and specific declaration will not be considered for exemptions/preferential treatment envisaged by GoI under Public Procurement.

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23/03/2012 or as amended from time to time, issued by Ministry of Micro, Small and Medium Enterprises and subsequent Orders/Notifications issued by the concerned Ministries/Departments in this regard.

If the bidder wants to avail the Purchase preference, the bidder shall be the manufacturer of the offered product in case of bid for supply of goods. In respect of bid for Services, the bidder shall be the Seller of the offered Product/Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

If L1 is not an MSE and MSE seller(s) has/have quoted the price within L1plus15% margin which is the existing purchase preference/price band defined in the above policy, such Seller will be given an opportunity to match the L1 price and shall be allowed to supply upto 25% of the total tendered value. If there are more than one eligible MSE within such price band who agree to match the L1 price, the 25% quantity earmarked for MSEs will be distributed proportionately between such MSE bidders. In case, tendered item cannot be split/divided, the full/complete supply of tendered value will be awarded to the MSE quoting price within the band L1plus15%. The sub target of annual procurement from MSEs owned by SC/ST entrepreneurs is 4% and the sub target of annual procurement from MSEs owned by Women entrepreneurs is 3% and are with respect to annual procurement from MSEs as a whole and not specific to this tender.

Eligible MSE bidders who satisfy the quality and other technical specifications are also exempted from the pre eligibility criteria with regard to furnishing of EMD, Prior experience and Turnover mentioned in the Tender, if any. However, MSEs are not eligible for any exemptions with respect to furnishing of SD/PBG.

Note: The above policy is meant only for the procurement of goods and services from MSEs and does not apply for Works contracts. The policy also does not apply to traders, distributors, sole agents for Goods/Service contracts even if they fall under MSE category.

39. 29.As per Rule 144(x) of General Financial Rules 2017 as amended from time to time, the bidders from countries which share land border with India shall be registered with Department for Promotion of Industry and Internal Trade (DPIIT) and the Registration shall be valid on the date of bid submission/placement of Order. The above provision applies to procurement of Goods, Services including Consultancy/Non consultancy contracts and Works Contracts.

The Bidder shall ensure compliance to the above Clause by furnishing a Certificate in the prescribed format.

40. 30. Instructions on E Tendering:

For the tenders invited through ISRO e Procurement Portal: The Bidders may log in to https://eproc.isro.gov.in and submit the Offers through Online only. Manual/Postal Courier/Email/Fax Offers will not be considered.

For the tenders invited through Government e Marketplace (GeM) Portal, the process flow prescribed

by GeM will be applicable.

Further, it may be noted that no Manual Tender document will be issued by URSC for the E tenders. No Tender Fee shall be payable for submission of Tender through e procurement.

41. 31. In case of Tenders which are called for vide Manual Mode, the Tender Document bearing signature & seal of the Seller on each page shall be attached to the Bid.

42. 32.Bid Securing Declaration: The Tenderers/Bidder have to sign a Bid Securing Declaration accepting that if the Tenderer[s] withdraw or modify their Bids during the period of validity, or if they are awarded the Contract and they fail to sign the Contract, or fail to submit a Security Deposit & Performance Bank Guarantee before the deadline stipulated in the request for Bid Documents, they will be suspended for the period of 2 years and such Tenderer[s] will not be eligible to submit Bids for future tenders.

43. 33.Quote should be submitted in Single Part/Two Parts as specified in the Tender Document.

44. 34.The Tender Document comprises of technical requirements, specification and Commercial Terms. The detailed technical specification along with Commercial Terms and Conditions of your offer should be covered in Technical Bid i.e., Part 1 [Technical and Commercial] and Price should be covered only in Part 2 [Price Bid].

45. 35.In the case of Two Part Tender, Price details should NOT be disclosed in the Part 1 [Technical and Commercial Bid] and in any of the other attachments enclosed as part of the Technical Bid. In case, Price details are mentioned by will/oversight, the same will be treated as a breach and the bid shall be rejected summarily. This applies to both full price disclosure as well as partial price disclosure. The Technical documents need to be attached online as a single PDF file without any price information.

46. 36. The Buyer at its option may schedule a Pre bid meeting in order to create better clarity among the prospective bidders. The date, time and venue/mode of any such pre bid meeting will be announced separately. However, participation in such pre bid meetings is not compulsory to determine the eligibility for bidding/award of PO.

47. Chapter-C

48. Documents to be possessed/furnished by Seller & Compliance to Government Guidelines on Procurement

49. 37. In case of Two Part Tender, Commercial Terms to be covered in the Part 1 [Technical Bid] are Delivery Terms, Delivery Period, Payment Terms (without mentioning the price or amount), Security

Deposit for performance of Contract and Performance Bank Guarantee for fulfillment of Warranty obligation, Validity of the Offer, Warranty/Guarantee, Liquidated Damages [for delayed supplies] and all available technical literature, catalogues and other data in support of the specifications and details of the items, etc. which have to be filled up online.

50. Chapter-D

51. Prices, Payment Terms & Other Commercial Terms governing the Contract

52. 38.Price:

The Prices mentioned in the PO/Contract shall be Firm and Fixed during the tenure of the Contract unless specified in the price variation clause.

The tender documents are to specify the currency (currencies) in which the tenders are to be priced. For domestic bidding, regardless of whether the bidder is foreign or Indian, the currency of the bid and payment should be entirely in Indian Rupees. Domestic bidders are to quote and accept their payment only in Indian currency.

Any bid expressed in foreign currency shall be rejected unless the bidder is located in a Free Trade Warehousing Zone (FTWZ).

If the Bidder is an Indian Entity or the Indian agent of a Foreign Bidder, Prices for the Services rendered within India shall be quoted strictly in Indian Rupee/INR. If the services are rendered outside India, the same portion alone may be quoted in the respective Foreign Currency.

53. 39. GST/or Other Duties/Levies wherever leviable and intended to be claimed should be distinctly shown separately in the Tender.

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

55. 41. If the Taxes/Duties/Statutory levies are increased/decreased by Government of India/State Government/Local Authorities during the period of Contract, corresponding changes will be applicable to the Prices mentioned in the Contract, only for the supplies made within the original delivery period as well as the extended delivery period which is attributable to the Buyer.
In case, new Taxes/Duties/Statutory levies are introduced by Government of India/State Government/Local Authorities, the same shall be borne by the Buyer and paid Extra, only for the supplies made within the original delivery period as well as the extended delivery period if the reasons for such extensions are not attributable to the Seller.

56. 42. The document solicited from Tenderer should be submitted online. Document has to be submitted in PDF file(s) and attached online.

57. 43. Those Tenderers who are participating for the first time in e portal of ISRO e procurement have to submit their request for Registration through Online portal. Such requests should reach URSC well in advance at least 5 working days before the last date prescribed for submission of bids. Requests accompanied with incomplete details for vendor registration shall be rejected. URSC will not be responsible for approval of any request for Registration beyond the stipulated time.

58. 44.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.

59. 45. The Tenderers are advised to submit the Bids online at least two days prior to the prescribed closing date in order to avoid any last minute computer network related problems or any other issues. In any such cases, requests for extension of the due date will not be considered.

60. 46. Once the offer is submitted through online mode by the Tenderer, he/she will not be able to provide/submit a revised offer or make any alteration or change to the offer or any of terms contained therein beyond the bid submission date. No requests for change/modification will be entertained through offline mode as well.

61. 47.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.

62. 48.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.

63. 49. The Tenderer should submit along with his tender the Name of his Bankers, Account Number etc., mandatorily to U R Rao Satellite Centre [URSC].

64. Chapter-E

65. Price Bid Evaluation Criteria

66. 50. The Price bid will be evaluated by Buyer on the basis of lowest quote on FOR, URSC basis. In case of Tenders involving multiple line items, the line-item-wise lowest cost will be considered for ascertaining the L1 bidder, unless otherwise specified under special conditions

67. 51.The Buyer reserves the right to consider and allow minor deviations (to the extent permitted under DOS Purchase Manual/MoF Procurement Guidelines) during the Techno Commercial evaluation of bids without compromising its rights in the capacity of Buyer & without relaxing the obligations of Seller in the capacity of Seller.

Minor deviations in this context refer to those deviations, reservations or omissions which do not affect the scope, quality or performance of the goods and services specified in the Tender. While doing so, Buyer shall ensure that the competitive position of the Seller is not unfairly affected.

In order to bring parity into the Price bids, Buyer may suitably load the appropriate Taxes, Freight, Packing expenses, Interest on Advances etc. wherever applicable during Bid evaluation. The percentage of such expenses to be loaded will be governed by DOS Purchase Manual/GoI instructions in this regard.

68. 52. It may be noted that furnishing supporting documents alone without quoting all the information which is requested in the tender in the prescribed format/annexure will be treated as incomplete offer and may lead to rejection of the bid at the option of Buyer.

69. 53. Government of India Orders, Circulars and Guidelines: All relevant Orders, guidelines issued by Government of India from time to time shall be applicable for this tender. The relative hierarchy of Rules/documents is mentioned towards the end of the document.

70. 54. Transparency: Tenderers are free to ask Buyer 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 Buyer to enable clarifications. No verbal request for information/clarification will be entertained/binding.

71. 55.Prices: Tenders offering Firm & Fixed Prices will be considered. The Seller shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items as specified hereinabove. The Tenderer shall quote prices separately furnishing break up of prices towards Basic Cost of Items, testing, reports, inspection, packing, forwarding, freight, material handling, insurance, installation, training if any, and GST, wherever specifically needed.

72. 56. Price Variation for Long Term Contracts:

If it is specified in the Special Terms & Conditions that the price variation is applicable, the illustrative formula for Price Variation Clause [PVC] specified in General Financial Rules (GFR), 2017 (viz. Rule 225 (viii) (b) & Appendix 11) shall apply. The said formula for Price Variation is worked out as under:

The formula for Price Variation includes a fixed element, a material element and a labour element. The figures representing the material element and the labour element should reflect the corresponding

proportion of input costs, while the fixed element will not be subject to variation. The portions of the price represented by the material element and labour element alone will attract Price variation. The formula for Price variation will thus be:

P1 equal to P0 X [F plus a (M1 /M0) plus b (L1/L0)] P0

Here, P1 is the adjustment amount payable to the Seller (a minus figure will indicate a reduction in the Contract Price).

P0 is the Contract Price at the base level.

F is the Fixed element not subject to Price variation.

a is the assigned percentage to the material element in the Contract price.

b is the assigned percentage to the labour element in the Contract Price.

L0 and L1 are the wage indices at the base month and year and at the month and year of calculation respectively.

M0 and M1 are the material indices at the base month and year and at the month and year of calculation respectively.

If more than one major item of material is involved, the material element can be broken up into two or three components such as Mx, My & Mz.
Where price variation clause has to be provided for services (with insignificant inputs of materials), the price variation formula should have only two elements viz. a fixed element and a labour element.

73. 57. Goods and Service Tax: Government of India has implemented Goods and Services Tax [GST] w.e.f. 01.07.2017. The Tenderer[s] should possess a valid GSTIN along with the GST Registration Certificate wherever applicable. Please submit certificate of GST Registration along with offer[s].

74. 586.2 HSN Code and applicable rate of GST: U R Rao Satellite Centre [URSC], Bengaluru is eligible for Concessional GST under the following notifications:

6.2 (a) CGST and SGST : Government of India, Ministry of Finance (Department of Revenue) vide its Notification No. 6/2018 Central Tax(Rate), dated the 25th January, 2018 (Sl No.243A), read with Notification No.24/2018 Central Tax (Rate) dated the 31st December, 2018 (Sl No.243B) and Notification No.9/2025 Central Tax (Rate) dated 17.09.2025, have inserted the Serial Number 462 under Chapter 88 or Any other chapter wherein it is specified that the CGST @ the rate of 2.5% and SGST @2.5% shall be applicable 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.

{Note 1: The corresponding latest notification issued by Finance Secretariat, Government of Karnataka is applicable to this tender.
Notification No. [6/2018] No. FD 48 CSL 2017, Bengaluru Dated 25.01.2018, as amended as Notification No.[24/2018] No. FD 48 CSL 2017, Bengaluru Dated 31st December 2018.}

6.2 (b) IGST Government of India, Ministry of Finance (Department of Revenue) vide its Notification No. 7/2018 Integrated Tax (Rate),dated the 25th January, 2018, read with Notification No.25/2018 Integrated Tax (Rate) dated the 31st December, 2018 and Notification No.9/2025 Central Tax (Rate) dated 17.09.2025 have inserted the serial number 462 under Chapter 88 or Any other chapter wherein it is specified that the IGST @ the rate of 5% shall be applicable 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.
{Note 2: In case of Services, which do not form part of composite supply, the applicable GST rate shall be 18% or as amended from time to time.)

75. 59.The declaration as to whether the proposed procurement is for Satellite or for its payload will be mentioned specifically in the Notice inviting Tender/Purchase Order to facilitate bidding/invoicing. A certificate in this regard will be issued to the Successful Tenderer for availing concessional GST. On all other procurements, applicable GST will be paid. Tenderers shall mention applicable GST rate along with the HSN code in their commercial Terms.

76. 60. Customs Duty: U R Rao Satellite Centre [URSC], Bengaluru is exempted from payment of Customs Duty & Social Welfare Surcharge on CD vide Customs Notification No.45/2025 Customs dated 24.10.2025 (Sl No.340) and as amended vide Notification No. 02/2026 - Customs dated 01.02.2026.

However, IGST @5% shall be applicable on the Import Value or as amended from time to time.

77. 61. The necessary Customs Duty Exemption Certificate (CDEC) shall be provided by URSC only to those bidders who claim Purchase Preference under Make in India Policy and they shall fulfill all requirements of tender document applicable for Indigenous Manufacturer i.e., Class I/Class 2 local supplier. Such Class I/Class 2 local suppliers are requested to take note of this aspect and submit their Offer clearly mentioning the percentage of Imported content in the quoted Price which is considered for CDEC as per above Notification. Also, Suppliers may note that no reimbursement towards concessional Custom Duty, if any, or any other incidentals shall be made by URSC. Request for CDEC shall be made to Buyer post the award of Contract along with copies of AWB/BL and Invoice. URSC requires sufficient time to verify the documents provided by the seller before issuing CDEC. URSC is not responsible for any delay in issuing CDEC.

78. 62. Evaluation of Tenders: Payment Terms (including advance payment, interest on advance payment), Security Deposit, Bank Guarantee towards free issue of materials [FIM], Delivery Term etc., which have a financial implication on ascertaining the L 1 status will be weighed in and suitably considered by URSC so as to arrive at the L 1 position.

79. 63. The standard Delivery Term shall be FOR URSC/ISITE including unloading charges, if any, unless specified in the Special Terms and conditions.

80. 64. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the Tenderer for clarification of his bid, including costing details, if required. The request for clarification will be given in writing/e mail and no revision in prices will be sought, offered or permitted. The response time for providing the clarifications shall be 48 Hours (2 working days), failing which the bid will be treated as non responsive.

81. 65. All responsive bids shall be evaluated with a view to select the lowest (L1) Tenderer who meets the qualification criteria, techno commercial aspects and shall be compared on a common platform on the basis of total evaluated cost of each offer; which will be arrived at by adding the basic price as well as other charges, and all statutory levies/taxes/duties. Maintenance charges shall be taken into account if such charges form part of the tender for facilitating cost comparison. The financial implication shall be considered as the all inclusive cost to the Buyer. Evaluation of the bids shall be done on the basis of landed cost to the Buyer.

82. 66.Buyer discourages advance payment terms in general. The Standard Payment Term preferred is Payment within 30 Days of Receipt & Acceptance of the Item at URSC Stores.

Advance payment where applicable, will be for a maximum of 30% of Basic value (excluding taxes) for private firms/entities secured by equivalent Bank Guarantee. For the Government / Public Sector Enterprises, a maximum of 40% of Basic value will be advanced upon furnishing an Indemnity Bond in lieu of Bank Guarantee.

In case of bids expressing advance payment/ Milestone Payments, for the purpose of evaluation, interest shall be loaded on the amount so paid as advance/upfront for the delivery period quoted. Towards this, the interest rate prescribed by Ministry of Finance (MoF) on General Provident Fund (GPF) prevailing on the date of price bid opening plus additional interest of 2%; compounded on a quarterly basis will be used.

Any outstanding advance from the Seller, whether interest free or interest bearing, at the time of termination of the Contract for reasons attributable to the Seller will be deemed as an interest bearing advance. The interest recoverable by Buyer on such advances will be the interest rate prescribed by MoF on General Provident Fund (GPF) prevailing on the date of release of the advance payment plus additional interest of 2%; compounded on a quarterly basis; besides other remedies available for

breach of the contract. Also, price variation clause, if applicable, shall not be applied on the amounts advanced to the Seller.

83. 67.If a Tenderer quotes NIL charges/consideration in case of Service contracts, the bid shall be treated as non responsive and will not be considered.

84. 68.Evaluation of the bids shall not be done on the basis of conditional discounts. Hence, discounts, if any, shall be expressed unambiguously.

85. 69.Buyer reserves the right to give preference for procurement of goods in terms of product reservation and preferential / mandatory purchase policy as notified by Government of India from time to time. Tenderers claiming any preference shall submit relevant and valid registration certificate along with the tender. No certificate claiming any concession shall be considered after Tender due date.

86. 70.Buyer reserves the right to accept or reject any quotation in full or part thereof by recording the relevant reasons. The Buyer shall be under no obligation to accept the lowest or any tender and reserves the right to accept whole or any part of the tender or part of the quantity offered and the Tenderers shall supply the same at the rates quoted.

87. 71. Buyer also reserves the right to reject any offer in the event of non compliance to tender terms and conditions.

88. 72. Tenderers are advised to refrain from contacting by any means, either URSC and/or their employees/representatives on matters related to the tender which are under consideration. Adherence to this Clause is compulsory or otherwise the Tender of such Tenderer will be rejected.

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

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

91. 75. Terms of Payment: The Seller[s] Bill will be processed for payment only after the Stores have been received, inspected and accepted by the Buyer. Normally payment will be made for the accepted Stores within 30 days from the date of Receipt and Acceptance of the Material at U R Rao Satellite

Centre [URSC].

92. 76. For any Services, payment will be made after satisfactory completion of the services and certification to that effect from the Buyer.

93. 77.Bank Guarantee for Security Deposit cum Performance Security [PS]:

For every contract exceeding a landed cost of Rs.5 Lakh (or as amended by the Buyer from time to time), within 20 days from the date of issue of the Purchase Order or within such extended time as may be granted by the Buyer in writing, the Seller shall execute an irrevocable interest free Security Deposit cum Performance Security for 3% of the Contract value to ensure due Performance of the Contract including the fulfilment of the Warranty obligation. The proceeds of the performance security shall be payable to the Buyer as compensation for any loss resulting from the Seller s failure to complete his obligations under the contract. The Buyer shall discharge the performance security bond after completion of Seller s performance obligations including the warranty and post warranty obligations under the contract. In case any increased percentage of performance security is mentioned in special terms and conditions, the same will prevail over general terms and conditions.

94. Chapter-F

95. Post PO Management, Legal Aspects, Rights & Obligations etc.

96. 78. The Security Deposit cum Performance Security may either be furnished in the form of electronic bank guarantee (e BG) through National e Governance Services Limited (NeSL). Securities can also be furnished by way of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a Nationalized or Scheduled Bank, Bank Guarantee from a Nationalized or Scheduled Bank or Online Payment in favour of Accounts Officer, U R Rao Satellite Centre [URSC], Bengaluru. The Security Deposit cum Performance Security must be valid till its contractual obligation plus an additional period of 60 days beyond the date of completion of all contractual obligations.

97. 79. In the event the work is not completed within the stipulated period for any reasons, the Seller shall get the SD cum Performance Security extended for the delayed/amended period.

98. 80. The Bank Guarantee shall be executed on a Non Judicial Stamp Paper of appropriate value as per the Stamp Act prevailing in the States where the BG is to be submitted (Karnataka) or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp paper shall be purchased in the name of guarantee issuing bank or the party on whose behalf BG is being issued. As the Stamp Duty on BG for different States changes from time to time, the Sellers are advised to cross verify the applicable stamp duty at the time of creation of BG/Bid submission who shall be solely responsible for any deficit in stamp duty. In case of e BGs, e Stamping will apply.

99. 81. The SD cum Performance Security will not carry any interest and shall be returned after completion of all the obligations of the Contract with due certifications. A specimen of NO CLAIM CERTIFICATE to be issued by Seller is as under:

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

Yours faithfully,

Signatures of Seller or Officer authorized to sign the contract documents on behalf of the contactor
[Company stamp]

100. 82. Adherence to SD cum Performance Security clause is compulsory or otherwise, the Tender will be rejected.

101. 83. In the event the Seller fails to furnish the SD cum Performance Security within 20 Days as stipulated herein above (i.e., after the receipt of Purchase Order or on signing of the Contract or any extended period thereof), the Purchase Order/ Contract shall be cancelled and terminated at the Seller's risk, cost and liability at the option of Buyer. Appropriate penal and legal action shall also be initiated.

102. 84. Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of SD cum Performance Security, and instead, an Indemnity Bond shall be executed by them in lieu of SD cum Performance Security.

103. 85. Bank Guarantee towards Free Issue Materials (FIM):

a. The successful Tenderers shall furnish Bank Guarantee (BG) towards the cost of Free Issue Materials issued by Buyer (if any) towards adequate Security for the FIM for the execution of the

Contract and the said Tenderer will be duly authorized by BUYER to collect the free issue materials from URSC's site subject to the furnishing of the aforesaid Bank Guarantee. The BG is to be kept valid till supply and acceptance of the final product. Adherence to this Clause is compulsory or otherwise the Tender will be rejected at the option of the Buyer.

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

c. For fabrication orders wherever FIM is issued by URSC, the Seller shall quote the rates considering that the transportation responsibility for FIM Issue from URSC premises to vendor premises & return of left over FIM/Scrap Materials generated pursuant to fabrication from vendor premises to URSC premises are part of the scope of Seller.

Whenever FIM is issued to the Seller, a Certificate will be issued by the URSC Stores Division being the consigned stating that FIM shall be the property of URSC and the transaction shall not tantamount to Sale for any purpose including taxation. Scrap generated out of the FIM & any unfinished stock of FIM shall be the property of URSC. The same shall be duly returned to URSC Stores Division upon completion of fabrication along with the material consumption statement. The maximum percentage of wastage of FIM will be as per the standards prescribed by User Division, URSC.

104. 86. In lieu of e BG issued through National e Governance Services Limited (NeSL), the conventional Bank guarantee issued by the Issuing Bank on behalf of Seller in favour of U R RAO SATELLITE CENTRE are also accepted in exceptional cases. Such BGs shall be in paper form as well as issued under Structured Financial Messaging System. The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of the Beneficiary: U R RAO SATELLITE CENTRE Beneficiary Bank Name: STATE BANK OF INDIA
Beneficiary Branch IFSC: SBIN0009048
Beneficiary Branch Name: ISRO VIMANAPURA BRANCH
Bank Address: STATE BANK OF INDIA, ISRO VIMANAPURA BRANCH, URSC CAMPUS, HAL AIRPORT ROAD, BENGALURU 560017.

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

105. 87. Packaging:

The Seller will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing

and marking of packages shall be done by and at the expense of the Seller. The Buyer will not pay separately for transit insurance, all risks in transit being exclusively of the Seller and the Buyer shall pay only for such stores as are actually received in good condition in accordance with the Contract.

106. 88.High Sea Sale:

Bidders submitting offer[s] against High Sea Sale Trade basis shall not be considered and such bids shall be out rightly rejected.

107. 89.The date of delivery of the stores stipulated in the Purchase Order/Contract shall be deemed to be the essence of the Purchase Order/Contract and delivery must be completed on or before the specified dates (original/extended). Request for extension of time by the seller will be dealt by the Buyer in accordance with provisions of DOS Purchase Manual, with/without invoking Liquidated Damages depending on the merit of the case. In case of failure, Buyer reserves the right to terminate/cancel the Order/Contract at his discretion.

108. 90. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Seller shall be responsible for any loss/damage sustained due to the delay in fulfilling this responsibility.

109. 91.For items having shelf life, those with maximum shelf life should be supplied if order is placed.

110. 92. Name & Address of Consignee:

Purchase & Stores Officer (Stores), Stores Division, UR Rao Satellite Centre,

E mail @ pso_stores_a@ursc.gov.in

(a) U R Rao Satellite Centre, P.B.No.1795, HAL Airport Road, Vimanapura Post, Bengaluru 560 017, India.

(b) ISRO Satellite Integration and Test Establishment (ISITE), Outer Ring Road, Marathahalli, Bengaluru
560 037, India.

111. 93.Insurance of the Stores. Unless otherwise specified separately, no separate insurance will be required at Buyer s cost. The Seller shall be responsible for insuring the Stores covering transit loss/damages wherever considered necessary.

112. 94.Inspection and Acceptance Tests:

The Buyer's representatives shall be entitled at all reasonable times during the manufacturing phase to inspect, examine and test the material and workmanship of all the Stores to be supplied under this Contract at the Seller's premises. If part of the said Stores is being manufactured at any other premises, the Seller shall obtain all the necessary permission from the owners of such premises and facilitate the Buyer s representative to inspect, examine and test. The inspection and acceptance tests conducted by the Buyer does not absolve the Seller from his/her obligations under this Contract.

113. 95. For tests conducted at the premises of the Seller or any of his sub contractors, the Seller shall provide assistance, labour, materials, electricity, water, fuel and instruments as may be required or as may be reasonably needed without any extra cost, by the Buyer's representative to carry out the tests efficiently.

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

115. 97. Inspection/Tests & Certificate thereof should be provided for the goods after testing it thoroughly at the Seller s works. If any inspection by Third Party Agency is considered necessary, it shall be arranged by the Seller on the instructions of the Buyer.

116. 98.Pre Delivery Inspection: Pre Delivery Inspection if required, shall be carried out by Buyer at the Seller s Factory Premises at buyer s cost. The Seller need not extend any Travel/Accommodation to Buyer s representatives.

117. 99.Acceptance of Stores: The Stores shall be tendered by the Seller for Inspection at such places as may be specified by the Buyer at the Seller's own risk, expenses and cost.

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

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

120. 102.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.

121. 103.Seller[s] Default Liability: The Buyer upon a written notice of default to the Seller, 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 Seller, in circumstances detailed here under:

a. If in the judgment of the Buyer, the Seller 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 Buyer to Seller.
b. If in the judgment of the Buyer, the Seller fails to comply with any of the other provisions of this Contract.

122. 104.In the event of Buyer terminating the Contract in whole or in part thereof, as provided hereinabove, the Buyer reserves the right to purchase, upon such terms and in a manner as he may deem appropriate, stores similar to that terminated and the Seller shall be liable to make good any additional cost for such similar Stores to the Buyer, and/or for Liquidated Damages for delays until such reasonable time as may be required for the final supply of Stores. This will be governed by the Risk Purchase Clause forming part of the Tender.

123. 105.If Contract is terminated as per Seller s Default Liability Clause, then the Buyer in addition to any other rights provided in this Article, may require the Seller to transfer title and deliver any completed Stores to the Buyer mentioned hereunder in the manner and as directed by the Buyer.

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

124. 106.In the event, the Buyer does not exercise its right to terminate the Contract as provided in Seller s Default Liability Clause, the Seller shall continue the performance of the Contract, in which case he shall be liable to the Buyer for Liquidated Damages for delay as set out in the appropriate Liquidated Damages Clause until the Stores are accepted.

125. 107.Replacement. If the Stores or any portion thereof, is damaged or lost during the transit, the Buyer shall give notice to the Seller setting forth particulars of such Stores damaged or lost during transit. The replacement of such Stores shall be effected by the Seller within a period of three months to avoid unnecessary delay in the intended usage of the Stores.

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

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

b. Terminate the Contract for default as provided under Seller s Default Liability Clause. 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 Buyer shall be entitled to take either decision, or both.

In case the price of the rejected item has already been paid by the Buyer to the Seller, then the Seller shall repay the price so received on immediate basis. In case the Seller is arranging repair/refurbishment of the item at his/her expense, an e Bank Guarantee for the equivalent value shall be furnished to the Buyer as a Security valid until the receipt and acceptance of replacement item at URSC Stores. If the Buyer so agrees, as a stop gap arrangement to sustain the operations, an equivalent equipment/stores may be accepted in lieu of the contracted item until the final replacement/repaired equipment/stores is delivered by the Seller to the Buyer.

127. 109.Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, acts of the public enemy, epidemics, sabotage, fires, floods, explosion, quarantine restrictions, riots, crimes (but not including negligence or wrong doing, predictable/seasonal rain and any other events which are specifically excluded in the Clause). An FM clause in the contract frees both the parties from contractual liabilities and obligations when prevented by such events from fulfilling their respective obligations under the contract. An FM clause does not entirely excuse a party's non performance but only suspends it for the duration of the FM. The party whose performance is affected by an FM event must notify the other party about the occurrence of the FM within 10 days from the date of occurrence of FM thereof.
If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side. A prior written notice of minimum 30 days to the other party shall be given informing of the intention to terminate the contract without any liability so that the other party can do the needful to ensure continuity of services.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the Seller would not be liable for imposition of any such punitive provisions so long as the delay and/or failure of the Seller in fulfilling its obligations under the contract is the result of an event covered in the FM clause. However, if the performance of either party was already delayed on the date of commencement of FM, then such delay which has already caused may not be condoned by invoking FM Clause.

128. 110.Delay in Completion/Liquidated Damages: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Seller fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Seller fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any, the Buyer shall, without prejudice to any other right or remedy available under the law to Buyer on account of such breach, recover from the Seller as Liquidated Damages a sum one half of one percent [0.5 percent] of the Contract value of the undelivered Stores for each calendar week of delay or part thereof. The maximum deduction, in any case including the above, shall be regulated as under:

(i)Normal Delays (Sum total of Days delayed is up to & including 25% of the Contract Period) 5% of the total Contract Value including Taxes & Duties;
(ii)Inordinate Delays (Sum total of Days delayed is more than 25% of the Contract Period) 10% of the total Contract Value including Taxes & Duties.
The expression Part thereof means that any delays ranging between 1 7 days will be considered as a full week and LD will be calculated accordingly. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.

129. 111.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 Buyer to claim Liquidated Damages and without prejudice to any other terms and conditions of the Purchase Order/Contract.

In such cases, the seller shall make an express request by letter or e mail to Buyer requesting for time extension. Such requests for time extension would be considered by Buyer based on the merit of circumstances leading to the time extension proposal and it shall be within the right of Buyer to either Accept/Reject such requests for Time extensions. Such requests, if accepted, may be with or without invoking the LD Clauses specified in the PO; for which the decision of Buyer shall be final. Purchase Order amendments (provisional / final) will be issued in this regard.

130. 112.Erection of Plant, Machinery and Installation of Software:
Wherever Erection of Plant or Machinery and Installation of Software is the responsibility of the Seller as per the terms of the Contract and in case the Seller 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 Buyer, the Buyer 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 Seller shall be liable to bear any additional expenditure that the Buyer is liable to incur towards erection. The Seller, shall, however, not be entitled to any gain/payment due to such an action by the Buyer.

131. 113.If any work is found to be executed with unsound, imperfect or unskillful workmanship or with materials of any inferior quality or description, or that any materials or articles procured by the Seller 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 Buyer shall demand in writing within 03 Months of the completion of the work from the Seller forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require removal of the materials or articles so specified and provide other proper and suitable materials or articles at its own cost. This shall apply notwithstanding that the defective workmanship / stores have been passed, certified and paid for. In the event Seller fails to rectify or remove and re execute the work or remove and replace the material or articles complained of, as the case may be, it shall be at the risk and expense of the Seller, including the right to refund the payment received or the cost of rectification.

132. 114.Standard Warranty/Guarantee: All products/stores supplied against the bid shall be of high reliability and shall carry comprehensive free of cost warranty. The Seller shall guarantee and certify that the Stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. The Buyer expects the stores to be highly reliable which would result in lower maintenance and repair cost. The Seller shall indicate the cost of extended warranty that is applicable, if any.

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

134. 116.If in the opinion of the Buyer, it becomes necessary to repair, replace or renew any defective Stores, such repair, replacement or renewal shall be made by the Seller free of all cost to the Buyer provided the notice to the seller informing of the defect is given by the Buyer within the warranty period.

135. 117.If the seller fails to rectify the defects, the Buyer shall have right to reject or repair or replace the whole or any portion of the defective Stores at the cost of the seller. The warranty for such replaced/repaired items/stores shall be as per the original warranty from the date of handing over of such replaced/repaired stores in complete and satisfactory condition to the Buyer.

136. 118.The decision of the Buyer, notwithstanding any prior approval or acceptance or inspection thereof, as to whether or not the Stores supplied by the Seller are defective or any defect has developed within the said warranty period or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the seller.

137. 119.The Warranty/Guarantee certificate shall accompany the shipment and shall be addressed to Purchase & Stores Officer, Stores Division, URSC, Bengaluru.

138. 120.Termination and short closing of Contract:

Under the normal circumstances, termination/ short closing of contract is not foreseen. However, URSC reserves the right to Terminate the Contract in whole or in part by giving 30 Days prior notice in the following circumstances:

i.Due to repeated non performance in the execution of P.O/Contract even after giving a minimum of one notice by URSC.

ii. If the Seller fails to deliver/render the services within the stipulated time schedule or any extension

thereof, granted by the Buyer.

iii. If the Seller is not in a position to either rectify the defects or offer the Stores conforming to the contracted Quality Standards.

iv. If the Seller is unable to rectify the defects or offer replacements in lieu of defective items.

v. If the Seller fails to perform any other statutory/non statutory obligations under this P.O/Contract.

vi. If the Seller becomes bankrupt or otherwise insolvent.

vii. Owing to deficiency of service, breach of Contract.

viii. Owing to inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.

ix. If the Seller fails to Honor the whole or any part of PO/Contract including failure to deliver the Contracted Stores/Render services within the time stipulated in the PO/Contract.

x. If the Seller 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.

xi. When both the parties agree mutually.

xii. Any special circumstances, which must be recorded to justify the cancellation or termination of PO/Contract.

Without assigning any reasons, wherein the Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for supplies already completed/obligations performed in terms of the contract, such amounts would be paid to the Seller as per the contract terms. Outstanding advance, if any, will be recovered from the Seller along with interest as per the advance payment conditions.

139. 121.URSC/ISRO being the Buyer reserves the right to appropriate any sum/sums owed by the Seller to URSC/ISRO or any other Govt. establishment under any other contracts. Such sum/sums will be appropriated from the payments due by URSC/ISRO to the Seller under this Contract/any other contracts maintained by URSC/ISRO with the same Seller.

140. 122.Parallel Contract: Buyer reserves the right to enter into Parallel Contract with one or more Sellers simultaneously or at any time during the currency of the Contract. Buyer is also authorized to

place ad hoc Contract[s] simultaneously or at any time during the period of Contract with one or more Sellers.

141. 123.Sub Contracting/Subletting/Assignment of Contract: The Contract shall not be Sublet, Transferred or assigned to any other Firm, Person, Agencies, etc., without the prior written approval of Buyer. In case of violation of this Clause, the Seller/Seller shall be solely responsible for any Legal action besides Termination of the Contract.

142. 124.Secrecy. The technical information, drawings, specifications and other related documents provided by the Buyer and forming part of the Contract are the property of Buyer 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 Buyer. The technical information, drawings, specifications, records and other documents provided by the Buyer 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 Buyer's consent in writing except to the extent required for the execution of this Contract. These technical information, drawings, specifications and other related documents which were originally provided by the Buyer shall be returned to the Buyer 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 Seller signed by an authorized signatory that such technical information, drawings, etc. have been returned to the Buyer and that the Seller has not retained any copy/copies thereof with him.

143. 125.Dispute Resolution Mechanism:

(a) Conciliation:
Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties, shall be resolved through Conciliation.

(b) Mediation:
Any disputes or differences, which are not settled amicably through Conciliation, then either of the parties, may approach for mediation to settle under Mediation Act, 2023.The procedure is to be followed as prescribed in the Mediation Act, 2023 as amended from time to time.

(c) 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 as amended from time to time.
The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru (Domestic) as per its rules and regulations.
The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator.
The considered and written decision of the Arbitrator shall be final and binding between the Parties.
The applicable language for Arbitration shall be English only.
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 Department of Space or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

Arbitration will be a method of dispute resolution in contracts where the dispute value is lesser than Rs.10 Crore (Rupees Ten Crore) only.

144. 126.Arbitration with Public Sector Undertakings:
In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013 DPE (GM) /FTS 1835 dated 22.05.2018 as amended from time to time.

145. 127.Language and Measures: All documents pertaining to the Contract including specification, schedule notices, correspondences, 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 which is originally in a language other than English shall be accompanied with a certified English translation and the same shall be considered for evaluation/dispute redressal.

146. 128.Applicable Law and Jurisdiction: The Contract shall be interpreted, construed and governed by the Laws of India and the Courts in Bengaluru Urban alone shall have exclusive jurisdiction in this regard, to the extent permissible under any of the Acts or the Arbitration and Conciliation Act, 1996 and subsequent amendments, if any. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.

147. 129.Indemnity: The Seller 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 Buyer against all claims which may be made in respect of the Stores for infringement of any third party right protected by Patent, Registration of the design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for

the fulfillment of the Contract. The seller shall indemnify and keep indemnified the Buyer 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.

148. 130.Counter Terms & Conditions: Where counter terms and conditions have been offered by the Seller as part of its bid in printed or in any other format, the same shall not be deemed to have been accepted by the Buyer unless a specific written acceptance thereof, is obtained and incorporated into the contract/PO.

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

150. 132.Training: The seller, if required by the Buyer, shall provide the Practical Training to Buyer's Engineering or Technical Personnel from India for their active association on the manufacturing/operational process throughout the period of the Contract. The number of such personnel to be trained to be mutually agreed upon.

151. 133.Purchase/Price Preference applicable to any local supplier as per the orders of Government of India shall be applicable for this tender.

Wherever Purchase/Price Preference is applicable for any Public Sector Undertaking [PSUs], the same will be governed by the extant orders of Department of Space or Ministry/Departments of Government of India as amended from time to time.

152. 134Risk Purchase: In the event of failure of the seller to deliver or dispatch the stores within the stipulated date/period of the Purchase order or in the event of breach of any of the terms and conditions mentioned in the purchase order/ contract, the Buyer shall have the right to purchase the stores from elsewhere after giving due notice of minimum 7 days to the defaulting Seller at the risk and cost of the defaulting Seller. In the event of failure of the Seller as detailed in the notice mentioned above, the cost thereof may be recovered from the Security Deposit/ Performance Security of the Seller and/or bills submitted by the Seller against the same contract or any other contract by exercising the provisions of risk purchase prescribed by DOS/MoF. GST & incidentals will be charged/levied on the cost as per Risk Purchase provisions.

If the whole or any parts of the Stores supplied are rejected, the Buyer shall be at liberty, with or without notice to the Seller to purchase the same in the open market. The extra cost on such

purchases/agreement to Purchase, shall be at the expense of the Seller.

153. 135.Risk purchase action may be initiated under any of the following conditions:

a. When the Seller fails to deliver the materials even after extending the delivery period.
b. When the Seller fails to respond to Buyer s request for supply of the materials and fails to provide any genuine and bona fide reason for the delay in supply.
c. When the Seller breaches any of the terms and conditions of the supply order/contract and as a result fails to execute the order satisfactorily.

154. 136.Fall Clause:

The Price[s] charged for the Stores/Services supplied under the Contract by the Seller shall in no event exceed the lowest price at which the Seller sells the Stores/Services or offer to sell the Stores/Services of identical description to any Person[s], Firm, Party, Organization[s] including the Buyer or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central/State Government during the original/extended contract period till the performance of all supply orders placed during the currency of the Contract is completed.

If the Seller reduces its prices for contracted items or renders similar services to other Buyers/Organizations during the validity of the Purchase Order at a rate lower than the contracted rate, then the Prices agreed in the PO shall stand automatically reduced to the extent of such lower rate.

155. 137.Denial Clause: Wherever delay in rendering of service is attributable to the Seller, the extra expenditure, if any, incurred during such extended period towards increase in statutory dues including taxes/duties or any other cost element shall be borne by the Seller and the benefits of any reduction in cost towards these elements shall be passed on to the Buyer.

156. 138.Quantity Tolerance:

Wherever minor shortfall/ excess deliveries in the last/ final consignment becomes unavoidable due to the manufacturing and supply chain vagaries, the Buyer, at its option, would be authorized to treat the Contract as completed in consultation with the User Division, provided the deliveries are short/excess up to 5 per cent of the total value of the Contract or Rs. 5 Lakhs, whichever is less without a separate order amendment.

This provision shall not be applicable for indivisible items or machinery and plant or cases wherein short/excess supply exceeds the ceilings prescribed above wherein an Order Amendment from the Buyer will be necessary.

157. 139.Variation of Quantities before the Award of Purchase Order:

The Buyer reserves the right to re assess the quantity requirements during the course of Bid evaluation duly taking into account the current programmatic needs and increase the tendered quantity by upto 25% at any time before the award of Purchase Order.

158. 140.Option Clause: The Buyer is entitled to increase/decrease the quantity of goods/services or both agreed in the Purchase Order by up to 25% at any point of time, till the scheduled/extended delivery date of contract by giving a notice of 14 days even though the ordered quantity of goods/service have been supplied/rendered in full before the last date prescribed for such delivery/service.

159. 141.Limitation of Liability: The remedies stated in the Contract are exclusive and in no event shall the Seller be liable for any, special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the contract, the Seller's total liability to the Buyer, whether in Contract shall not exceed the total amount which is paid to the Seller under the Contract.

160. 142.The Buyer shall be under no obligations to accept the lowest or any of the tenders and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered by the bidders and the Tenderer[s] shall supply the same at the rates quoted.

161. 143.The Buyer shall not be liable to the Seller for any loss or damages suffered by it during the term of the Contract or subsequently, and in no event shall the Seller 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 Buyer's total liability to the Seller, shall not exceed the total amount to be paid to the Seller under the Contract.

162. 144.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 Buyer either to Trade or not to Trade the item while purchasing the new one.

163. 145.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.

164. 146.Conditional Discount/Offers: Conditional Discounts Offers will not be considered.

165. 147.Splitting of Order[s]: If the Volume/Quantity for certain specialized nature of jobs is considerably large and it is necessary that the orders are split with more than one party in order to ensure timely delivery/services, the Buyer reserves the right to split the Purchase Orders to more than one party at pre defined proportion. However, every effort will be made to bring the Commercial aspects including the price offered by the parties to a common platform. This is aimed at providing

equal opportunity for the parties while taking the decision.

166. 148.In the event of Change in Name and Address of Seller, documentary proof issued by the appropriate authorities (viz., Certificate of Incorporation, Partnership deed, PAN, GST etc.) shall be produced for incorporating such changes in the Contract through an amendment.

167. 149.Tenderers are requested to quote prices separately towards Annual Comprehensive Maintenance Service/Extended Warranty and Non Comprehensive Maintenance besides rates for attending to unlimited Break Down calls wherever the tendered specification calls for services after the expiry of Standard Warranty.

168. 150.The prices of Stores comprise of Standard Warranty. For the warranty extended pursuant to the expiry of Standard Warranty, payments shall be released on half yearly basis after successful completion of service (or monthly/quarterly/yearly basis as is specified in the bid specification).

169. 151.The payment towards Annual Maintenance Contract shall be released on half yearly basis after successful completion of service (or monthly/quarterly/yearly basis as is specified in the bid specification). Applicable Security Deposit will be 3% of the total value of Annual Maintenance Contract.

170. 152.In case of Non Comprehensive AMC, Tenderers shall provide essential spare list with its price. In case of TWO PART Tender, the same shall be provided along with the PRICE BID without revealing the prices in any other documents. Disclosure of Price; either partial or full, in the Techno commercial bid would amount to rejection of bids.

171. 153.Government Policies & Guidelines for promoting specific categories of Sellers:

The Seller, who falls under Start ups, shall be relaxed from the criteria of prior turnover and prior experience subject to meeting of quality and other technical specification as per OM No. F.20/2/2014 PPD(pt.) dated 20th September, 2016 or as amended thereafter.

172. 154.Public Procurement [Preference to Make in India] :

This tender is open for all class of Sellers as is defined in Department for Promotion of Industry and Internal Trade (DPIIT), MoF order on Make in India (MII) initiative dated 16/09/2020 or as amended thereafter.

Purchase preference as per the extant guidelines will be applicable for Class I local Sellers.

Class II local supplier & Non local Supplier will not get purchase preference in any procurement, undertaken by procuring entities.

Bidders shall indicate the extent of Minimum Local Content in offered product/service and location of such value additions.

The Class l & II local supplier should also provide a Self Certification along with your offer in PDF format indicating that the item offered meets the minimum local content as called for in the tender as mentioned above and provide the % of local content along with details of the location(s) at which the local value addition is made.

In case of two part tenders, it is mandatory to indicate compliance to MLC (minimum local content) in technical bid itself.
If the item(s) offered exceed Rs. 10 Crore, the Class I/Class II Local Suppliers shall 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.
False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (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.

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

173. 155.Definitions of Supplier for MII:

A supplier or service provider, whose goods, services or works offered for procurement, has local content:
a) Equal to or more than 50%: Class l local supplier.
b) Minimum 20% but less than 50%: Class II local supplier.
c)Less than 20%: Non local supplier.

Note: The items notified as having sufficient local capacity and competition, shall mandatory be sourced from Class I local suppliers. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e., having sufficient local capacity and competition, with specific HSN codes. In such cases, the nodal Ministry may specify a higher percentage over and above 50% & 20% respectively for determining the Class I & Class II status.

174. 156.L1 means the lowest tender or lowest bid 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.

175. 157.Purchase Preference Policy for Goods/Works (vide GoI Public Procurement (Preference to Make in India) Order, 2017 as amended from time to time) which are divisible in nature (required quantity is greater than 1 or not a package basis):

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

i.If L1 is 'Class 1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder.
ii.If L1 bid is not from a 'Class I local supplier', then, the lowest bidder among the 'Class I local supplier' will be invited to match the L1 price subject to the Class I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).
iii.In case such lowest eligible 'Class I local supplier' fails to match the L1 price, the next higher 'Class I local supplier' within the margin of purchase 'preference shall be invited to match the L1 price and so on, and contract shall be awarded accordingly. In cases where none of the 'Class I local supplier' within the margin of purchase agree to match L1 price, in such cases the entire contract shall be placed on original L1 bidder.
In case no offers are received from 'Class I local supplier' or none of the 'Class I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor.
Guidelines for evaluation of concurrent application: MSE and MII policies guidelines issued by Department of Expenditure vide OM No.F.1/4/2021 PPD dtd. 18.05.2023 or as amended, will be applicable and any other notification issued by GoI from time to time will be applicable.

176. 158.Nodal Ministry means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

177. 159.Procuring entity means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as

defined in the Companies Act.

178. 160.Works means all works as per Rule 130 of GFR 2017 and will also include turnkey works.

179. 161.Eligibility of Class I local supplier/ Class Il local supplier/ non local suppliers for different types of procurement

a. In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only Class I local supplier, as defined under the Order, shall be eligible to bid irrespective of purchase value.

b. Only Class I local supplier and Class Il local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities 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 Il local suppliers. In procurement of all goods, services or works, not covered by sub para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161 (iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (Sl) contracts.

180. 162.Minimum local content: The 'local content' requirement to categorize a supplier as 'Class I local supplier' is minimum 50%. For 'Class Il local supplier', the local content' requirement is minimum 20% at present. However, the Nodal Ministry/Department for the item is entitled to prescribe a higher percentage of minimum local content requirement to categorize a supplier as 'Class I local supplier'/ 'Class Il local supplier'. For those items, such higher percentage of local content would be the ceiling determining Class 1 status of the Supplier.

181. 163.Verification of local content.

a. The 'Class I local supplier'/ 'Class Il local supplier' at the time of bidding shall be required to indicate percentage of local content and provide a self certification that the item offered meets the local content requirement for Class I local supplier/ 'Class Il local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of bid value is in excess of Rs. 10 Crore, the 'Class I local supplier'/ 'Class Il local supplier' shall provide a local content certificate vetted/attested by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) indicating the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority in URSC which is empowered to look into procurement related complaints relating to the procuring entity.

d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e. Nodal Ministries and procuring entities may prescribe and levy fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules 2017 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 2017 along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under MII Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

182. 164.Self Certificate for Local Content: shall be as under:

We, [name of manufacturer], hereby confirm that the Local Content in respect of quoted item(s) is equal to or more than 50% and that we come under Class I Local Supplier Category. Being a Class I Local Supplier, we are eligible for Preference to Make in India) order 2017 revision issued by Government of India, Department of Promotion of Industry and Internal Trade [DPIIT] Public Procurement [preference to Make in India]. The details of the location(s) at which the local value addition made is/are as under.
1.
2.
3.
Seal & Signature of the Bidder & Date

OR

We, [name of manufacturer], hereby confirm that the Local Content in respect of quoted item(s) is more than or equal to 20% but less than50% and that we come under Class II Local Supplier Category. The details of the location(s) at which the local value addition made is/are as under.
1.
2.
3.
Seal & Signature of the Bidder & Date

(Note: Strike out whichever is not applicable)

183. 165.Restrictions under Rule 144 (xi) of the General Financial Rules (GFR), 2017:
As per Rule 144(xi) of General Financial Rules 2017, Bidders from countries which share land border with India shall be registered with Department for Promotion of Industry and Internal Trade (DPIIT) and the Registration shall be valid on the date of bid submission/placement of Order. The above provision applies to procurement of Goods, Services including Consultancy/Non consultancy contracts & Works Contracts. The Bidder shall ensure compliance to the above Clause by furnishing a Certificate in the prescribed format.

For the purpose of above, Bidder (including the term Tenderer, Consultant or Service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies). I.e., Bidder means and include every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in the procurement process.

Note: This proviso shall not be applicable on procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from the Original Equipment Manufacturers (OEMs) or their Authorized Agents who shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFR, 2017 and Public Procurement orders.

Similarly, bidders are also permitted to procure their raw materials, components, sub assemblies, etc. from vendors from countries that share a land border with India. In such cases, vendors will not be required to be registered. However, if a bidder proposes to supply finished goods procured directly/indirectly from vendors from countries sharing a land border with India (i.e., supplies involving no local content), such vendors will be required to be registered with the Competent Authority.

184. 166.Bidder from a country which shares a land border with India for the purpose of this order means:

i. An entity incorporated, established or registered in such a country; or

ii. A subsidiary of an entity incorporated, established or registered in such a country; or

iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or

iv. An entity whose beneficial owner is situated in such a country; or

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

vi. A natural person who is a citizen of such a country; or

vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

185. 167.The beneficial owner for the purpose of clause above will be as under:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation Controlling Ownership Interest means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company; Control shall include the right to appoint majority of the Directors or to control 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 per cent 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 per cent 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 per cent 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.

vi. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

vii. The successful bidder shall not be allowed to sub contract works to any Seller from a country which shares a land border with India unless such Seller is registered with a Competent Authority.

186. 168.Model Certificate for Border Sharing Status of Bidders

I have read the clause regarding restriction 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 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.

187. 169.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 or sub contracting to Sellers 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 for any work to a Seller from such countries unless such Seller 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].

188. 170.As per Office Memorandum No 6/9/2020 PPD dated 24/08/2020 of Department of Expenditure, MoF, sellers providing Goods and Services to Central Government Organizations shall be registered on GeM and shall necessarily obtain a Unique GeM Seller ID at the time of Placement of Order. Bidders shall ensure compliance to the same.

189. 171.Code of Integrity in Public Procurement; Misdemeanors and Penalties:

Procuring authorities as well as bidders, suppliers, Sellers, and consultants shall observe the highest standard of ethics and shall not indulge in prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. The prohibited practices include:

1) Corrupt practice of making offers, solicitation or acceptance of a bribe, reward or gift or any material benefit etc. in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;

2) Fraudulent practice of any omission or misrepresentation that may mislead or attempt to mislead buyers so that financial or other benefits may be obtained or an obligation can be avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract

3) Anti competitive practice of any collusion, bid rigging or anti competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002. If two or more bidders, impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial,

non competitive levels, with or without the knowledge of the Procuring Entity, they may be regarded as Anti competitive practice;

4) Coercive practice of harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;

5) Conflict of interest of participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;

6) Obstructive practice that materially impede procuring entity s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity s rights of audit or access to information.

190. 172.Obligations for Proactive Disclosures

1) Procuring authorities, bidders, suppliers, Sellers, and consultants are obliged under this Code of Integrity to suo moto or proactively declare any conflict of interest (coming under the definition mentioned above pre existing or as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

2) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organization from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

191. 173.Misdemeanors and Penalties:

The following shall be considered misdemeanors if a bidder/ Seller either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) commits any of the following misdemeanors

(a) violates the code of Integrity or the Integrity Pact if included in the Tender/ Contract;
(b) any other misdemeanor, e.g., supply of sub standard quality of material/ services/ work or non

performance or abandonment of contract or failure to abide by Bid Securing Declaration.

2) commits any of the following misdemeanors:
(a) has been convicted of an offence:
(i) under the Prevention of Corruption Act, 1988; or
(ii) Bharathiya Nyaya Samhitha or The Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

(b) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.

(c) Employs a Government servant, who has been dismissed or removed on account of corruption or employs a non official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt Government servants or employs a Government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

192. 174.Penalties for Misdemeanors. Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ Seller directly or through an agent has committed a misdemeanor in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

If the bids are under consideration in any procurement:
1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
2) calling off of any pre contract negotiations, and;
3) rejection and exclusion of Bidder from the Tender Process if a contract has already been awarded

If the Contract or Purchase Order is already placed in any procurement:

1) Termination of Contract for Default and availing all remedies prescribed there under;
2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;

3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate;

Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

1) File information against Bidder or any of its successors, with the Competition Commission of India

for further processing, in case of anti competitive practices;

2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub clause.

3) Remove Bidder or any of its successors from the list of registered Sellers for a period not exceeding two years. Sellers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.

4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
5) Debar, a bidder/ Seller from participation in future procurements without prejudice to Procuring Entity s legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred:

(a) URSC may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanors listed above.

(b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanors listed above.

193. 175.Hierarchy of Documents in this Procurement:

The relationship between Seller and Buyer in this procurement will be solely governed by the law of the land and the Purchase Order documents. In case of a conflict between this document and the Special Terms & Conditions attached to the Notice inviting tender, the Special Terms & Conditions shall prevail. The fundamental principles followed in finalizing this procurement in the relative hierarchy (superior to subordinate/ higher to lower) of laws and rules as amended from time to time are listed as under:
(i)The Constitution of India;
(ii)Mercantile Laws: Indian Contract Act, 1872; Sale of Goods Act 1930; Arbitration and Conciliation Act, 1996; Competition Act, 2002; Information Technology Act, 2000;
(iii)Laws specific to Public Procurement viz. Right to Information Act, 2005; MSME Development Act, 2006; CVC Act 2003 etc;
(iv)GFR 2017;
(v)MoF Manual for Procurement of Goods/Services 2024 & DOS Purchase Manual 2015;
(vi)OMs/Circulars/Guidelines issued by DOS & URSC from time to time governing Procurement of

Goods/Services

C. Bid Templates

C.1 Technical Bid - SpaceFibre Multi-Lane PCIe Interface Card

1. SpaceFibre Multi-Lane PCIe Interface Card

Item specifications for SpaceFibre Multi-Lane PCIe Interface Card

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Compliance to Standard	ECSS-E-ST-50-11C	Yes / No / Explain		
2	Number of SpaceFibre ports	2	Yes / No / Explain		
3	Number of Virtual Channels per port	8	Yes / No / Explain		
4	Type of Card	Half-length, low profile PCIe board with x16 connector and both low-profile and full-height brackets	Yes / No / Explain		
5	Number of QSFP+ Connectors	2	Yes / No / Explain		
6	Number of Quad-lane interfaces	2	Yes / No / Explain		
7	Maximum Lane data signaling rate	7.5 Gbit/s	Yes / No / Explain		
8	Maximum aggregate Link Speed	30 Gbit/s	Yes / No / Explain		
9	Host PC Interface	PCI Express Gen 3 x8	Yes / No / Explain		
10	Power Source	via PCIe connector	Yes / No / Explain		
11	Operating System	Windows (11 and 10), Linux (6.x, 5.x, 4.x and 3.x kernels)	Yes / No / Explain		
12	Software GUI	Must include softwares for Controlling, Configuring, Capturing and Analysing the link traffic	Yes / No / Explain		

13	Additional Features	RMAP support, C API support to control the SpaceFibre Multi-Lane interface and link analyser functionality from custom software	Yes / No / Explain		

Supporting Documents required from Vendor

1. Compliance for Specification

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Provide compliance for General terms and conditions which is attached as a separate sheet in a document folder.	Yes / No / Explain	
2	Taxes : 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.	Yes / No / Explain	
3	Indicate the applicable Rate of GST for the quoted item/s	Yes / No / Explain	
4	Indicate the applicable HSN code/s for the quoted item/s	Yes / No / Explain	
5	Have you noted the applicability of GST in clause 58.0 of our General Terms and conditions attached to this Tender	Yes / No / Explain	

6	Customs Duty: U R Rao Satellite Centre [URSC], Bengaluru is exempted from payment of Customs Duty & Social Welfare Surcharge on CD vide Customs Notification No.45/2025 Customs dated 24.10.2025 (Sl No.340) and as amended vide Notification No. 02/2026 - Customs dated 01.02.2026 However, IGST @5% shall be applicable on the Import Value or as amended from time to time. The necessary Customs Duty Exemption Certificate (CDEC) shall be provided by URSC only to those bidders who claim Purchase Preference under Make in India Policy and fulfil all requirements of tender document applicable for Indigenous Manufacturer i.e., Class-I/Class-2 local supplier. Such Class-I/Class-2 local suppliers have to take note of this aspect and submit their Offer clearly mentioning that the quoted Price for Imported contents includes concessional Customs Duty as per above Notification. While requesting for issue of CDEC for the imported contents, the Tenderer[s] should mention the Item Description, Quantity and Value for which CDEC is to be provided for the bought out Imported Items. The necessary documentary proofs like P.O., on their Supplier, Invoice, AWB shall be produced while requesting for issue of CDEC from URSC. However, CDEC will be issued only to those successful Class-I/Class-2 local supplier, not exceeding the limit of foreign content declared in their quote. Also a declaration of the Supplier in their letter head that imported items in the Invoice are used for realization of ordered items. Also, Suppliers may note that no reimbursement towards concessional Custom Duty or any other incidental shall be made by URSC.	Yes / No / Explain	
7	Delivery Terms [Indigenous Supply]: Tenderer[s] shall quote the Price[s] on FOR, URSC/ISITE, Bengaluru.	Yes / No / Explain	
8	Delivery Date/Completion Date:12 weeks from the date of receipt of Purchase order.	Yes / No / Explain	

9	Mode of Despatch (Air/Sea/Rail/Road)	Yes / No / Explain	
10	Payment Terms: Payment shall be 100 per cent payment within 30 days after receipt and acceptance of Stores at URSC, Bengaluru or as per RPF terms	Yes / No / Explain	
11	Name of Suppliers Banker & Account Number with IFSC code	Yes / No / Explain	

12	Performance Security : The Supplier shall execute Performance Security for 3% (THREE PERCENT) of the value of the Purchase Order towards satisfactory execution of the Purchase Order and satisfactory performance of the supplied material, having validity of 60 days beyond the of completion of Warranty Period. The Performance Security shall be executed within 20 days after receipt of Purchase Order or any extension thereof. The Performance Security is to be furnished in the form of electronic bank guarantee (e-BG) through National e-Governance Services Limited (NeSL) or Insurance Surety Bond or Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from Nationalized Bank/Scheduled Bank approved by RBI. The Bank Guarantee shall be executed on a Non-Judicial Stamp Paper of appropriate value as per the Stamp Act prevailing in the States where the BG is to be submitted (Karnataka) or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp paper shall be purchased in the name of guarantee issuing bank or the party on whose behalf BG is being issued. As the Stamp Duty on BG for different States changes from time to time, the Sellers are advised to cross verify the applicable stamp duty at the time of creation of BG/Bid submission who shall be solely responsible for any deficit in stamp duty. In case of e-BGs, e-Stamping will apply. The BG shall be valid for a period of 60 days beyond the date of completion of the P.O. In case the Supplier fails to furnish the Performance Security within 20 days or any extension thereof the Purchase Order shall be cancelled or terminated and appropriate penal action shall be initiated.	Yes / No / Explain	

13	Any breach of the Terms and Conditions of the PO including Delivery Period, Performance Security shall be forfeited and PO shall be terminated and cancelled at the Suppliers risk, cost and liability. The Performance Security will not carry any interest and shall be returned after completely executing the order.	Yes / No / Explain	
14	In lieu of eBG issued through National eGovernance Services Limited (NeSL), the conventional Bank guarantee issued by the Issuing Bank on behalf of Seller in favour of U R RAO SATELLITE CENTRE are also accepted in exceptional cases. Such BGs shall be in paper form as well as issued under Structured Financial Messaging System. The details of beneficiary for issue of BG under SFMS platform is furnished below: Name of the Beneficiary: U R RAO SATELLITE CENTRE Beneficiary Bank Name: STATE BANK OF INDIA Beneficiary Branch IFSC: SBIN0009048 Beneficiary Branch Name: ISRO VIMANAPURA BRANCH Bank Address: STATE BANK OF INDIA, ISRO VIMANAPURA BRANCH, URSC CAMPUS, HAL AIRPORT ROAD, BENGALURU 560017. UIN of URSC : AAAGI0182G EMail ID to be used : saoc@ursc.gov.in or saoc@ursc.gov.in All suppliers shall instruct the eBG issuing bank to mandatorily mention PO Number under Contract Reference Number field in the API. Similarly, the issuing bank shall also mention the Type of B viz. Security Deposit, PBG, Performance Security, Advance BG, Material BG etc. in the Remarks column of API as these information is essential to map the eBGs in URSCs internal database.	Yes / No / Explain	

15	Warranty/Guarantee: Tenderer[s] are requested the Indicate Applicable Standard Warranty/Guarantee Period. Warranty period shall commence from the date of acceptance of the goods by the purchaser. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To & fro Freight Charges, taxes and duties, if any. Return of replaced parts/equipment shall be the responsibility of the Supplier, at their cost.	Yes / No / Explain	
16	Delay in Completion/Liquidated Damages: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Seller fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Seller fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any, the Buyer shall, without prejudice to any other right or remedy available under the law to Buyer on account of such breach, recover from the Seller as Liquidated Damages a sum one half of one percent [0.5 percent] of the Contract value of the undelivered Stores for each calendar week of delay or part thereof. The maximum deduction, in any case including the above, shall be regulated as under: (i)Normal Delays (Sum total of Days delayed is up to & including 25% of the Contract Period) 5% of the total Contract Value including Taxes & Duties; (ii)Inordinate Delays (Sum total of Days delayed is more than 25% of the Contract Period) 10% of the total Contract Value including Taxes & Duties. The expression Part thereof means that any delays ranging between 1 to 7 days will be considered as a full week and LD will be calculated accordingly. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.	Yes / No / Explain	

17	Validity of Offer: The Bid and the prices quoted shall remain valid for 90 days for Single Part Tender. In case of Two Part Tender, bid validity shall remain valid for 120 days from the date of opening Part-1 and 90 days from the date of opening of Part-2 bid. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.	Yes / No / Explain	
18	Pre-Delivery Inspection [PDI] [if Required]: The successful Tenderer[s] has to arrange for the necessary PDI of the Stores at the Contractor Factory Premises to enable URSC Engineers to carry out PDI. The PDI is applicable wherever the RFP document/Scope of Work calls for such an inspection.	Yes / No / Explain	
19	Factory Acceptance Testing [FAT] [if Required]: The successful Tenderer[s] has to arrange for the necessary FAT of the Stores at the Contractor Factory Premises to enable URSC Engineers to carry out FAT. The FAT is applicable wherever the RFP document/Scope of Work calls for such as FAT.	Yes / No / Explain	
20	Tenderer[s] are requested to mention whether Installation, Testing, Commissioning, Demonstration, Acceptance and imparting Training is necessary for the Tendered Stores. Do not mention any price under this column in case of Two-Part Tender.	Yes / No / Explain	

21	Dispute resolution between the Buyer and the Seller / Service Provider i.In the event of any conflict or dispute arising out of or in connection with the Contract placed through EGPS, the Parties shall endeavour to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Procuring entity or any other person as authorized by the Procuring entity. ii.If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall be dealt with in accordance to Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time. iii.The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.	Yes / No / Explain	
22	Arbitration with Public Sector Undertakings: In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013 - DPE (GM) /FTS-1835 dated 22.05.2018. And/or amended thereafter.	Yes / No / Explain	

23	Applicable Law and Jurisdiction: 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. Non-acceptance to this Clause will amount to rejection of the Tender.	Yes / No / Explain	
24	Company postal address along with Email ID and Ph No.	Yes / No / Explain	
25	In case a bidder is an MSE, registered under NSIC or any other Government Agencies and would like to avail exemptions, offer should be accompanied with necessary registration certificate with declaration to consider their offer. Quotation received without such declaration and valid registration certificate will not be considered for exemptions under the Public Procurement Policy.	Yes / No / Explain	
26	Do you have Unique GeM Seller ID? If YES, provide details If NO, 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 Organizations 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.	Yes / No / Explain	
27	Please refer the following OMs/orders issued by Govt. of India while submitting the bid: (i) No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 (ii) F.No.6/18/2019-PPD (Public Procurement No.1) dated 23.07.2020 (iii) F.No.6/18/2019-PPD (Public Procurement No.2) dated 23.07.2020 and (iv) F.No.6/18/2019-PPD (Public Procurement No.3) dated 24.07.2020. All the provisions mentioned in the above OMs/orders shall be complied. If any deviation from the above OMs/order, your offer will be liable for rejection. All Bidders fulfilling the above orders, shall submit a valid registration certificate made with DPIIT, without which the offer shall not be considered.	Yes / No / Explain	

28	Country of Origin of quoted items. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.	Yes / No / Explain	
29	Based on the GOI order dated 16.09.2020 as mentioned above, provide declaration in Company Letter head indicating the following: a) Percentage of Local Content in the quoted items alongwith its break-up (in percentage only). It may be noted that Local Content shall not include services such as Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc. - Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.	Yes / No / Explain	
30	b) Details of the location(s) at which the local value addition is made - Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.	Yes / No / Explain	
31	Currency of the Quote	Yes / No / Explain	
32	Abnormally Low bids: An Abnormally Low Bid (ALB) is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. The procuring Entity 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 procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity 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 ALB), for the award of contract.	-	

	Variation of Quantities before the Award of Purchase Order: The Buyer reserves the right to reassess the quantity requirements during the course of Bid evaluation duly taking into account the current programmatic needs and increase the tendered quantity by upto 25%at any time before the award of Purchase Order.		
33	Option Clause: The Buyer is entitled to increase/decrease the quantity of goods/services or both agreed in the Purchase Order by up to 25% at any point of time, till the scheduled/extended delivery date of contract by giving a notice of 14 days even though the ordered quantity of goods/service have been supplied/rendered in full before the last date prescribed for such delivery/service.	-	
34	Permitted number of shipment is one only. Any additional shipment will be at suppliers cost	-	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	SpaceFibre Multi-Lane PCIe Interface Card	2.00 Nos.		-		