

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
LABORATORY FOR ELECTRO OPTICS SYSTEM (LEOS)  
BANGALORE**

**Tender for High-Vacuum Process control unit for Ion Beam Milling  
System (IBMS)**

**Bids to be submitted online**

**Tender No.: LEOS/LEOS/LE202100002901 dated 23-06-2021**

## A. Tender Details

Tender No :	<b>LEOS/LEOS/LE202100002901</b>
Tender Date :	<b>23-06-2021</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>LEOS</b>
Centre :	<b>LABORATORY FOR ELECTRO OPTICS SYSTEM (LEOS)</b>

### **Procurement of High-Vacuum Process control unit for Ion Beam Milling System (IBMS)**

(1) Wherever URSC is mentioned, please read as LEOS (LABORATORY FOR ELECTRO OPTICS SYSTEMS).

(2) NO EMD AND TENDER FEE.

(3) VENDORS HAS TO REFLECT THE POINT NO (4), (5) AND (6) IN THEIR BID.

(4) Successful vendor has to submit the security deposit. (3 % of the value of the purchase order). Central PSUs/PSE/Autonomous bodies shall be exempted from the payment of security deposit, and instead, an indemnity bond shall be secured from them.

(5) Performance Bank Guarantee (PBG) to be furnished as a security for fulfilment of warranty obligations by the successful vendor after satisfactory execution of purchase order/Contract (3% of the value of the purchase order/Contract). Central SUs/PSE/Autonomous bodies are exempted from the production of Performance Bank Guarantee. Instead; an indemnity bond shall be furnished in lieu of PBG.

(6) Liquidated damages: If the vendor fails to deliver the items on or before the delivery date, or any extension thereafter purchaser shall recover from the vendor as liquidated damages a sum of 0.5% of the contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed 10% of the contract price of the unit or units so delayed.

(7) WE ARE HAVING CONCESSIONAL GST UNDER NOTIFICATION NO 47(IGST) & 45 (CGST) OF INTEGRATED TAX (RATE), NECESSARY EXEMPTION CERTIFICATE WILL BE PROVIDED. APPLICABLE TAXES ARE 5 % ( SGST 2.5 %, CGST 2.5%)

(8) **SECRECY:** The technical information, drawings, specifications and other related documents, forming part of the CONTRACT, are the property of the Purchaser and shall not be used 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. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor

misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this CONTRACT. These technical informations, drawings, specifications and other related documents shall be returned to the Purchaser with approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.

(9) Delivery Terms: Imports Supply: FOR LEOS

(10) PUBLICITY: No publicity of any kind whatsoever in case of PURCHASE ORDER shall be given by the Supplier without prior permission of the Purchaser.

(11) Submit the bid on or before due date.

(11.1) All information in Vendor Specified Terms shall be provided without fail to avoid unnecessary correspondence / delay in process. The same should reach before technical bid opening date and time without fail.

(12) THIS IS A TWO PART TENDER. DO NOT MENTION THE PRICE IN TECHNICAL BID. REFLECT THE PRICE IN PRICE BID ONLY (PRICE BID FORM). DISCLOSURE OF PRICE IN TECHNICAL BID AMOUNTS TO REJECTION OF YOUR BID.

(13) In case of any difficulties, you can call in

080 2268 5014 / 5015 or through mail: [purchase@leos.gov.in](mailto:purchase@leos.gov.in)

14. Purchase Officer, LEOS, reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

15. In this tender either the Indian agent on behalf of the principal/OEM or the principal /OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorisation letter obtained from their principals/manufacturers.

16. If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection.

17. In case the bidders propose any other payment terms in deviation with the standard terms mentioned in the tender enquiry, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison.

18. GENERAL TERMS & CONDITIONS FOR BIDDERS:

For this procurement, bids from Class I & class II Local Suppliers are admissible. hence provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P 45021/2/2017 PP(BE II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:

e)Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).

f)Class I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order.

g) Class II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order

h) Verification of local content:

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

v. In case bid value is in excess of Rs. 10 Cr., Class I local supplier/ Class II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the 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.

vi. False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) 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.

A supplier who has been debarred by any procuring entry for violation of this order shall not be eligible for preference under this 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, in the manner prescribed.

19. Product Scope: Class I local supplier/ Class II local supplier shall offer only standard and catalogued product for Equipment / Spares Cards / assemblies. If the above offered Equipment / Cards / Assemblies are under development / to be developed the bid will not be considered.

20. As per Rule 144(xi) of General Financial Rules, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (i.e., Department for Promotion of Industry and Internal Trade) in line with Order (Public Procurement No. 1, 2 and 3) dated 23/07/2020 and 24/07/2020 or any amendments thereon issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance. Hence, Vendors or Agents of a Vendor (Indian or Others) from a country sharing border with India shall submit the copy of Valid Registration made with DPIIT along with the tender mandatorily, without which the offer will be treated as invalid.

#### 21. Model Certificate for Tenders

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

#### 22. Model Certificates for Tenders for Work involving possibility of sub contacting

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contracting from such countries I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority

and will not sub contract any work to a contract form such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Provide Compliance for the above in Vendor Specified Commercial Terms.

## **A.1 Tender Schedule**

Bid Submission Start Date : **23-06-2021 10:30**

Bid Clarification Due Date : **21-07-2021 16:00**

Bid Submission Due Date : **21-07-2021 17:00**

Bid Opening Date : **22-07-2021 10:30**

Price Bid Opening Date : **30-08-2021 10:30**

## B. Tender Attachments

NA

### Instructions To Vendors

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

##### 1. Free Supply of Public Tender Documents:

One set of tender documents, can be supplied free of cost to Government Departments, Public Sector Undertakings [both Central and State]. Tender documents, can also be supplied free of cost to Foreign sources.

##### 2. Termination:

Under the normal circumstances, Termination/Short Closing of the PO/Contract is not foreseen. However in case of continued non performance of the PO/Contract, LEOS reserves the right to: [i] Terminate the Contract wholly or partly by giving 30 days prior notice [ii] LEOS reserves the right to terminate the PO/Contract at any time by giving 30 days prior notice.

3. Parallel Contract: LEOS reserves the right to enter into Parallel Contract/s with one or more Contractors.

##### 4. Instructions to E-Procurement Tenderers:

(a) . LABORATORY FOR ELECTRO-OPTICS SYSTEMS (LEOS-ISRO) has implemented e-tender system for ONLINE tenders. LEOS invites offers through e-tender portal <https://e-procure.isro.gov.in> for the supply of items. The suppliers need to get enrolled in the e-tender portal to access tender and submit their offer online. Vendors need to have Digital Signature Certificate as detailed on our e-portal and corporate e-mail ID to register on the above portal. Only online tenders will be accepted. No Manual/Postal/courier/e-mail/Fax offers will be entertained. No Manual tender document will be issued by LEOS.

(b). Interested tenderers may login to <https://eprocure.isro.gov.in> and submit offers online & send prescribed tender fees by post.

(c). Your quotation should be valid for 180 days from the date of opening of the tender.

(d). Quote should be submitted in Single Part/ Two Part as specified in the Tender Enquiry.

(e). Our Tender Enquiry contains technical requirements and specification. The detailed technical specification of your offer should be covered in Technical Bid.

(f). Specification: Stores offered should strictly conform to our specification. Deviations, if any, should be clearly indicated by the tenderer in their quotation. The tenderer should also indicate the make / Type number of the stores offered and upload catalogues, technical literature along with the quotations and provide samples wherever necessary. Test Certificates wherever necessary should be forwarded

along with Supplies. Whenever options are called for and specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

(g). In the case of Two part tender no Price details should be disclosed in the Technical Bid. In case, Price details are mentioned, the same will be rejected. The Technical documents need to be attached online as a single PDF file without any price information.

(h). In case of Two Part Tender, Commercial Terms to be covered in the first Part (Technical Bid) are Delivery Terms as per (INCOTERMS), Delivery period, Payment Terms (without mentioning the price or amount), acceptance of Bank Charges payable outside India, Whether items needs Export Licence, Validity of the Offer, Warranty/Guarantee, Performance 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 on line.

(i). Prices are required to be quoted according to the units indicated, in the second Part (Commercial Bid) only.

(j) The quote should indicate quantity wise unit rate separately which have to be filled online. The Prices are to be mentioned both in figures as well as in words. Where there is difference between amounts quoted in words and figures, the amount quoted in words shall prevail. The taxes, duties etc where legally liveable & intended to be claimed shall be calculated and indicated in the column provided in online forms explicitly.

(k). LEOS ARE HAVING CONCESSIONAL GST UNDER NOTIFICATION NO 47(IGST) & 45 (CGST) OF INTEGRATED TAX (RATE), NECESSARY EXEMPTION CERTIFICATE WILL BE PROVIDED. THE APPLICABLE TAX IS 5%(SGST 2.5 %, CGST 2.5%)

(l) Samples, if called for, should be submitted free of charges by the tenders and the Purchaser shall not be responsible for any loss or damages thereof, due to any reason whatsoever. In the event of non acceptance of tender, the tenderer will have to remove the samples at his own expenses.

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

(n) In order to avail of the benefits extended by Government of India to the Micro and Small Sectors, please attach copy of the valid Entrepreneur Memorandum Part II signed by the General Manager, District Industries Centre or NSIC Registration Certificate along with your offer as a PDF file through online.

(o) The document solicited from vendor should be submitted online. Document has to be a single PDF file and attached online.

(p) Indian agents while quoting on behalf of their principals are requested to attach necessary authorization letter [PDF file] from their Principals. (OEM Letter)

(q) The vendors are requested to submit the bids online at least two days prior to closing date to avoid last minute computer network related problems. Request for the extension of the due date will not be considered.

(r) Once the offer is submitted in online mode by the vendor, they will not be able to provide revised offer.

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

- (t) The exact date and time of opening of price bid of successful tenderers will be intimated later. in case of two Part Tender.
- (u) The technical bid / 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.
- (v) The suppliers have to provide the Open Authorization as per schedule defined. Their bids will not be valid if this is not submitted online before the Open authorization closing date.
- (w) All vendors should regularly see the e-mail being sent from e-procurement portal for initiating appropriate action.
- (x) The tenderer should furnish along with their tender the name of his Bankers,
- (y) The Purchaser reserves the right to place order on the successful tenderers for additional quantity at the rates quoted.

#### 5. Splitting of Order[s]:

The Volume/Quantity for certain specialized nature of jobs is considerably large and it is necessary the orders are split with more than one party in order to ensure timely delivery/services. LEOS reserves right to split the Purchase Orders to more than one party. However, every effort will be made to bring the Commercial aspect including price of the parties on a single common platform. This is aimed at providing equal opportunity for the parties while taking the decision.

#### 6. Definitions:

- (a)The term Purchaser shall mean the President of India or his successors or assigns.
- (b)The term Contractor shall mean the person, firm or company, with whom or with which the Order for the supply of Stores is placed and shall be deemed to include the Contractors Successors/Representative, Heirs, Executors and Administrators unless excluded by the Contract.
- (c)The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and condition mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of Stores or plant, machinery or part thereof.
- (d)The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants and machinery and subsequent testing should such a condition be included in the Purchase Order.

#### 7. Prices:

Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer for quotations a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

#### 8. Terms of Payment in case of Overseas Supplier[s]:

- (1) Being a Government of India Department, the normal terms of payment are by Sight Draft [SD].



However, other terms of payment like establishment of Letter of Credit [LC] may be considered by the Purchaser on such terms and conditions as may be agreed upon.

(2) The Sight Draft/Letter of Credit will be operative on presentation of the following documents:

(a) Original Bill of Lading/Airway Bill.

(b) Commercially certified Invoices describing the Stores delivered, quantity unit rate and their total value in triplicate. The Invoice should indicate the discounts, if any and Agency Commission separately.

(c) Packing list showing individual Dimensions and Weight of the Packages.

(d) Country of Origin can be declared on the Invoice.

(e) Test Certificate.

(f) Declaration by the Seller that the Contents in each case are not less than those entered in the Invoices and the quality of the Stores are guaranteed as per the specification asked by the Purchaser.

(g) Warranty and Guarantee Certificates as per Clause 24.

#### 9. Packing:

(a) The Contractor wherever applicable shall pack and crate all Stores for Sea/Air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with Internationally accepted Export practices and in such a manner so as to protect it from damages and deteriorations in transit by Road, Rail or Sea for Space qualified Stores. The Contractors shall be held responsible for all damages due to improper packing.

(b) The Contractor shall ensure that each Box/Unit of shipments are legible and properly marked for correct identification. The failure to comply with this requirement shall make the contractor liable for additional expenses involved.

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

(d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages etc.,

(e) Transshipment of equipments shall not be permitted except with written permission of Purchaser.

(f) Apart from the despatch documents negotiated through Bank, the following document shall also be airmailed to the Purchaser within 7 days from the date of shipment by Sea and within 3 days in case of Air Consignment:

a. Commercial Bill of Lading/Air Way Bill, Post Parcel Receipt (two non-negotiable copies).

b. Invoice (3 copies).

c. Packing List (3 copies).

d. Test Certificates (3 copies).

e. Certificate of Origin as declared in the Invoice.

f. Warranty/Guarantee Certificate

Contractor shall also ensure that one copy of the Packing List is enclosed in each case/box.

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

Contractor [s] Bill will be passed for payment only after the Stores have been received, inspected and

accepted by the Purchaser. Normally payment will be made for the accepted Stores within 30 days from the date of receipt and acceptance of the material at LEOS.

11. Import Licence:

All Imports are being covered under Free Importability under Para 2.1 of Chapter 2 of EXIM Policy 2009-2014 of Government of India. No separate Import License is required. If it is required subsequently, Department will obtain necessary Import License. Similarly, if Export License is required, the Tenderer[s] shall mention the same while submitting the offer.

12. Address of Indian Agent:

[In case of the overseas Supplier, please mention the Name and complete Postal Address of their Indian Agent with necessary details on Type of Relationship, Proof of Certificate if any].

13. Guaranteed Time of Delivery:

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

14. Inspection and Acceptance Tests:

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

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

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

15. Bank Guarantee towards Free Issue Materials (FIM):

The successful Tenderers shall furnish Bank Guarantee (BG) towards the cost of Free Issue Materials issued by Purchaser towards adequate Security for the FIM for the execution of the Contract. The BG is to be kept valid till supply and acceptance of the final product.

(1) In the case of Public Sector Undertaking and Government Organization, Indemnity Bond [IB] together with Insurance shall be considered.

(2) For Fabrication of items, the supplier should quote the rates considering the Scrap Materials generated and taken over by Supplier.

16. Mode of Despatch:

Generally, Stores should be dispatched by Indian Flagged Vessel or Conference Vessel or through our designated Freight Forwarder or any other Agency nominated by the Purchaser. A copy of the Invoice and Packing List should invariably be kept inside each of the package.

17. Port of Entry:

For Sea Consignments, the Port of Entry shall be Indian flagged conference vessel / S C I vessel Port of entry Chennai / krishna patnam. The Port of Ultimate Destination shall be INLAND CONTAINER DEPOT ICD, BENGALURU. The Customs Clearance shall be arranged at ICD Bengaluru. For Air Consignments, Port of Entry shall be BENGALURU INTERNATIONAL AIRPORT

18. Ultimate Consignees:

Purchase & Stores Officer [Stores], LABORATORY FOR ELECTRO-OPTICS SYSTEMS 1st STAGE, 1st CROSS, PEENYA INDUSTRIAL ESTATE, BANGALORE -560 058 (INDIA)

19. Shipping Marks : The marks on the shipping documents such as Invoice, Bill of Lading/Airway Bill and on the packages should be as follows:

Purchase Order No

GOVERNMENT OF INDIA, DEPARTMENT OF SPACE, LABORATORY FOR ELECTRO-OPTICS SYSTEMS (LEOS-ISRO), 1st STAGE, 1st CROSS, PEENYA INDUSTRIAL ESTATE, BANGALORE - 560 058 (INDIA)

20. Demurrage:

Supplier shall bear demurrage charges if any, incurred by the Purchaser due to delayed presentation of shipping documents as prescribed in Para 4.2 to the Bankers within reasonable time (say within 10-12 days) from the date of Bill of Lading for Sea Consignments and within 12 days from the date of Air Way Bill for Air Consignments.

21. Insurance of the Stores:

No Insurance is required at our cost. The Supplier shall be responsible for insuring the Stores wherever considered necessary. The Contractor shall however, be responsible for notifying to the purchaser or the insurer nominated by the purchaser, the complete details of the proposed shipments including the value of each shipment and other relevant data immediately after shipment, to enable the Purchaser or the Insurers to arrange for the issuance of the Insurance Policy, if required. The necessity or otherwise of Insurance will be as indicated in the Purchase Order.

22. Acceptance of Stores:

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

(b) It is expressly agreed that the acceptance of the Stores contracted for is subject to final approval by

the Purchaser, whose decision shall be final.

(c) If, in the opinion of the Purchaser, all or any of the Stores that do not meet the performance or quality requirements specified in the Purchaser Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

(d) If the whole or any part of the Stores supplied are rejected in accordance with Clause No.17 above, the Purchaser shall be at liberty, with or without notice to the Contractor, to Purchase in the open market at the expense of the Contractor, stores meeting the necessary performance and quality contracted for in place of those rejected, provided that either the purchaser or the agreement to purchase from another supplier is made six months from the date of rejection of the Stores as aforesaid.

### 23. Contractor[s] Default Liability:

(1) The Purchaser may upon written notice of default to the Contractor, may terminate the contract in whole or in part in circumstances detailed hereunder:-

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

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

(2) In the event of Purchaser terminating the contract in whole or in part thereof, as provided in Clause 18.1, the Purchaser reserves the right to purchase, upon such terms and in a manner as he may deem appropriate, Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar Stores, and/or for Liquidated Damages for delays as defined in Clause 23 until such reasonable time as may be required for the final supply of Stores.

(3) If this contract is terminated as provided in Clause 18.1 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.

(a ) Any completed Stores.

(b) Such partially completed Stores, drawing information and Contract right (here-in-after called manufacturing material) as the Contractor has specifically produced or acquired for the Contract as terminated. The Purchaser shall pay to the Contractor, the Contract price for completed Stores delivered to and accepted by the Purchaser and for manufacturing materials delivered and accepted.

(4) In the event, the Purchaser does not terminate the Contract as provided in Clause 18.1, the Contractor shall continue the performance of the Contract, in which case he shall be liable to the Purchaser for Liquidated Damages for delay as set out in Clause 23 until the Stores are accepted.

### 24. Replacement:

If the Stores or any portion thereof, is damaged or lost during the transit, the Purchaser shall give notice to the Contractor setting forth particulars of such Stores damaged or lost during transit. The replacement of such Stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. The price of replacement items shall be paid by the Purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender. The cost of damages will however, be claimed by the Purchaser from the Insurance Company. The Import Licence/Customs Clearance Permit for the replacement will be provided by the Purchaser.

#### 25. Rejection:

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

- (a) Replace or rectify such defective Stores and recover the extra cost so involved from the Contractor, or
  - (b) Terminate the Contract for default as provided under Clause 18 above.
  - (c) Acquire the defective Stores at a reduced price considered equitable under the circumstances.
- The provision of this Article shall not prejudice the Purchasers rights under Clause 23.

#### 26. Force Majeure:

(1) If the completion of supply of Stores is delayed due to reasons of Force Majeure, such as Acts of God, Acts of Public Enemy, Acts of Government, Fires, Flood, Epidemics, Quarantine, Restrictions, Strikes, Lockouts, Civil Commotion, Riots, Freight Embargoes and Stoppage of services by Government, refusal or non-receipt of Import License for imported items, the delay in service shall be extended by a period[s] not in excess of duration of such Force Majeure. Each party undertake to advise the other as soon as it becomes aware of the circumstance of such Force Majeure, so that actions under the provisions of this contract can be mutually reviewed and agreed upon between the Contractor and the Purchaser.

(2) The Contractor shall give notice within 15 days to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract Delivery Date as may be reasonable but without prejudice to other Terms and Conditions of the Contract.

(3) If the Force Majeure condition extends over a period of Three [03] months both the parties of the Contract shall mutually discuss and arrive at an agreement for continuation or termination of the Contract.

#### 27. Erection of Plant and Machinery:

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

#### 28. Delay in Completion/Liquidated Damages:

If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof, the Purchaser shall recover from the Contractor as Liquidated Damages a sum one- half of one percent (0.5 percent) of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all its component/parts are also delivered in full to make use of the whole system/equipment as the case may be. If certain components/ parts are not delivered in time, the entire value of Contract/Stores will be considered as delayed until such time as the missing parts are delivered. Delivery is yet to be complete when Installation, Commissioning, Testing and Acceptance is completed wherever it is applicable.

#### 29. Guarantee and Replacement:

(a) The Contractor shall guarantee that the Stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance for a period of Twelve months [12] after the acceptance of the Stores. If any defects are discovered, therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, Contractor shall remedy such defects at his own cost provided, he is called upon to do so within a period of 14 months from the date of acceptance thereof, by the Purchaser who shall state in writing in what respect the Stores or any part thereof, are faulty.

(b) If in the opinion of the Purchaser, it becomes necessary to replace or renew any defective Stores, such replacement or renewal shall be made by the Contractor free of all costs to the Purchaser, provided the notice informing the Contractor of the defect is given by the Purchaser in this regard within the said period of 14 months from the date of acceptance of stores thereof.

(c) If Contractor fail to rectify the defects, the Purchaser shall have right to reject or repair or replace, at the cost of the Contractor the whole or any portion of the defective Stores.

(d)The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof, on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

(e) To fulfill guarantee conditions outlined in Clause 24 (a) to (d) above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser - Bank Guarantee format) from a Nationalized/Scheduled Bank approved by the Purchaser for an amount equivalent to 10% of the value of the Contract within a reasonable time after the receipt of PO/Contract for the due performance of the Contract as well as the product delivered. On the performance and completion of the contract in all respects, the Performance Bank Guarantee will be returned to the Contractor without any interest.

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

(g) Even while the 12 months guarantee applies to all Stores in case where a greater period is called for by our specifications then such a specification shall apply, in such cases the period of 14 months referred to in Clause 24 (a) and (b) shall be the asked for guarantee period plus two months.

### 30. Arbitration:

In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed by Director, LABORATORY FOR ELECTRO-OPTICS SYSTEMS Bangalore in accordance with the rules and procedures of Indian Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator shall be final and binding on both the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bangalore.

Pending the submission of and/or decision on a dispute, difference or claim or until the Arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

### 31. Arbitration with Overseas Supplier:

In the event of any dispute or difference arising out of or in connection with this Purchase Order, such dispute or difference shall be settled amicably by mutual consultants or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules & Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The decision of the Arbitrator shall be final and binding upon the parties and the expenses for the arbitration shall be paid as may be determined by the Arbitrator.

### 32. 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 settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in the Department of Public Enterprise under the Permanent Machinery for Arbitration.

**33. Language and Measures:**

All documents pertaining to the Contract including specification schedule notices, correspondence, operating and maintenance instruction drawings or any other writing shall be written in English language only. The metric system of measurement shall be used exclusively in the Contract.

**34. Applicable Law:** The Contract shall be interpreted, construed and governed by the Laws of India.

**35. Jurisdiction:** The Courts within Bengaluru will have the Jurisdiction to deal with and deciding any matter arising out of this Contract.

**36. Indemnity:** The Contractor shall warrant and deemed to have warranted that all Stores supplied against this contract are free and clean of infringement of any Patent, Copy Right or Trademark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement of any 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.

**37. Counter Terms & Conditions:** Where counter terms and conditions printed or cyclostyled condition have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof, is obtained.

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

**39. Bank Charges:** All Bank Charges Payable within India shall be borne by Purchaser. Similarly, all Bank Charges Payable outside India shall be borne by the Supplier.

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



41. Annual Maintenance Contract [AMC]/Extended Warranty:

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

42. Transparency: Tenderers are free to ask Purchaser for the Bidding conditions, Process and/or Rejection of bids etc., during the procurement process.

43. Participation of Indian Agents:

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

44. Implementation of Government Purchase and Price Preference Policy for MSEs:

In order to avail of the benefits extended by Government of India to the Micro and Small Enterprises [MSEs], please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by General Manager, District Industries Center or National Small Industries Corporation [NSIC] Registration Certificate along with your offer. The facilities/ benefits will be extended as per Order No: 25(2)/2011-MA dated 14.10.2011 issued by Ministry of MSME, Government of India, New Delhi.

45. Purchase Preference to Public Sector Undertakings:

Wherever, Purchase/Price Preference is applicable for Public Sector Undertaking [PSUs] will be as per the extant orders of Department of Space.

46. Agency Commission:

The amount of Commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent[s] by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from the Indian Agent by applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order/Contract and within 30 days from the date of receipt and acceptance of the stores.

The Contractor shall Invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the Invoice which would be paid to the Indian Agent[s] directly by the Purchaser. However, the Contractor[s] quote should separately reflect the amount of Commission payable to his Indian Agent.

As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian Agents who desired to quote directly on behalf of their Foreign Principals to get

themselves enlisted with the Central Purchase Organization [Eg: DGS&D]

47. Validity of Offer: The offer should be valid for a minimum period of 180 days from the date of opening of the tender.

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

49. 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.

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

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

52. Permitted Number of Shipment [ONE] only. Any additional is shipment will be at suppliers cost. Part shipment is not allowed unless specifically agreed to by us.

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

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

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

56. Earnest Money Deposit/Bid Security:

The Tender should be accompanied with an Earnest Money Deposit for a prescribed amount wherever called for in the Notice Inviting Tender [NIT].

57. Buy-Back Offer:

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

58. Evaluation of Tenders:

The Evaluation/Loading criteria in respect of Payment Terms, Performance Bank Guarantee, Free issue of Materials etc., having financial implications will be considered to arrive L-1 status.

59. Risk Purchase: Risk Purchase Clause will be applicable wherever considered necessary.

60. Fall Clause: Fall Clause will be applicable wherever considered necessary.

61. Conditional Discount/Offer: Conditional Discounts/Offer will not be considered.

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

### **1. General Terms & conditions for Bidders:**

For this procurement, bids from Class-I & class-II Local Suppliers are admissible. hence provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:

(a) Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).

(b) Class-I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order.

(c) Class-II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order

(d) Verification of local content:

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

(ii) In case bid value is in excess of Rs. 10 Cr., Class I local supplier / Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the 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.

(iii) False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) 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.

A supplier who has been debarred by any procuring entry for violation of this order shall not be eligible for preference under this 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, in the manner prescribed.

## 2. Product Scope

(l) local supplier Class- II local supplier shall offer only standard and catalogued product for Equipment / Spares Cards / assemblies. If the above offered Equipment / Cards / Assemblies are under development / to be developed the bid will not be considered.

3. The percentage of local content should be specifically mentioned in the offer, without which it will be summarily rejected.

4. Performance will be given to class-I Local supplier and in their absence, Class-II Local supplier will be considered.

5. 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. Please send duly self attested certificate of GST Registration along with offer[s], in the absence of which your offer[s] will be invalid and shall not be considered.

6. Goods and Services Tax [GST]: LEOS HAVING CONCESSIONAL GST UNDER NOTIFICATION NO 47(IGST) & 45 (CGST) OF INTEGRATED TAX (RATE), NECESSARY EXEMPTION CERTIFICATE WILL BE PROVIDED. APPLICABLE TAXES ARE 5% (SGST 2.5 %, CGST 2.5%)

7. Delivery Terms [Indigenous Supply]: Tenderer[s] is requested to quote the Price[s] [Basic Price of item, Packing, Forwarding and Freight, Insurance and Handling Charges if any] up to LEOS, Bengaluru.

8. Delivery Date/Completion Date: Delivery is the essence of the Contract. Tenderer[s] are hereby requested to mention the Firm Delivery Date/Completion Date.

9. Packing and Forwarding Charges if any please mention separately

10. Freight Charges if any

11. Insurance is not applicable to Government of India of Goods.

12. Mode of Despatch ( Air/Road)

13. Whether Export Licence Required

14. Payment Terms- For Indigenous: Our Standard Payment Terms is 100% payment within 30 days after Receipt and Acceptance of Stores at LEOS.

15. Bank Charges: Tenderer[s] are hereby requested to take note that 'All Bank Charges inside India shall be borne by the Purchaser'. Similarly, 'All Bank Charges outside India shall be borne by Contractor

16. Agency Commission if any:Tenderer[s] shall mention the percentage [%] of Agency Commission included in the quoted Price payable to the Indian Agent in equivalent Indian Rupees on the basis of TT buying rate of exchange prevailing on the date of placement of Purchase Order.

17. Performance Bank Guarantee:The Contractor shall execute Performance Bank Guarantee for 3% value of the Purchase Order for fulfilment of Warranty obligations. The PBG shall be executed through Account Payee Demand Draft/ Fixed Deposit receipts or Bank Guarantee issued by a Nationalized Bank/Schedule Bank/International reputed Bank approved by RBI. The PBG shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value. The Performance Bank Guarantee shall be executed as per our specimen. The Performance Bank Guarantee shall be executed before claiming payment. The PBG will not carry any interest and shall be returned after completion of all the Contractual obligations of the Contract with a 'NO CLAIM CERTIFICATE' issued by Contractor as per our Specimen enclosed. Adherence to this clause is compulsory or otherwise, the Tender will be rejected.

18. Security Deposit:The Contractor shall execute Security Deposit for 3% of the value of the Purchase Order to ensure Satisfactory Performance of the Contract as per our specimen. The Security Deposit shall be executed within 20 days after Receipt of Purchase Order or any extension thereof. The Security Deposit is to be furnished in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from Nationalized Bank/Scheduled Bank/International reputed Bank approved by RBI. The Security Deposit shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value. In case the Contractor fails to furnish the Security Deposit within 20 days or any extension thereof the Purchase Order shall be Cancelled or Terminated and appropriate penal action shall be initiated. Any breach of the Terms and Conditions of the PO including Delivery Period, Security Deposit shall be forfeited and PO shall be terminated and cancelled at the Contractor's risk, cost and liability. The Security Deposit will not carry any interest and

19. Warranty/Guarantee: Tenderer[s] are requested the Indicate Applicable Standard Warranty/Guarantee Period. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To and Fro Freight Charges.

20. Liquidated Damage: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special

conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent [10 percent] of the Contract price of the unit or units so delayed. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such Stores shall be received without prejudice to the right of the Purchaser to claim Liquidated Damages and without prejudice to the terms and conditions of the Purchase Order/Contract.

21. 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 LEOS Engineers to carry out PDI. The PDI is applicable wherever the RFP document/Scope of Work calls for such an inspection..

22. 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 an FAT.

23. Training if any

24. 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.

25. Arbitration: a) For Indigenous: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by Director, LEOS, Bengaluru in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bengaluru. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The 'Seat' for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be 'English' only. Work under the contract shall be continued by the Tenderer during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim)

of the Arbitrator is obtained. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. b) For Overseas Supplier: In the event of any dispute or difference arising out of or in connection with this Purchase Order, such dispute or difference shall be settled amicably by mutual consultants or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules & Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The 'Seat' for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be 'English' only. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. c) For 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 settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in the Department of Public Enterprise under the Permanent Machinery for Arbitration. Non Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.

26. **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.

27. **Validity of Offer [180 Days].**

28. **No. of Shipments.**

29. **Company postal address along with Email ID and PH No.**

30. **SECRECY:** The technical information, drawings, specifications and other related documents, forming part of the CONTRACT, are the property of the Purchaser and shall not be used 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. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this CONTRACT. These technical information, drawings, specifications and other related documents shall be returned to the Purchaser with approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.

31. **Delivery Terms:** For Indigenous supply: FOR LEOS.

32. PUBLICITY: No publicity of any kind whatsoever in case of PURCHASE ORDER shall be given by the Supplier without prior permission of the Purchaser. 2. Purchase Officer, LEOS, reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

33. In this tender either the Indian agent on behalf of the principal/OEM or the principal /OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorisation letter obtained from their principals/manufacturers. 2.If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection.

34. AS PER GOVERNMENT OF INDIA, MINISTRY OF FINANCE ORDER (PUBLIC PROCUREMENT NO-1) DATED 23 JULY, 2020, ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN ANY PROCUREMENT WEATHER OF GOODS, SERVICE (INCLUDING CONSULTANCE SERVICES AND NON-CONSULTANCY SERVICES) OR WORKS (INCLUDING TURNKEY PROJECTS) ONLY IF THE BIDDER IS REGISTERED WITH THE COMPETENT AUTHOR ITIES. DEPARTMENT OF INDUSTRY AND INTERNAL TRADE DPIIT NEW DELHI

35. If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection

36. In this tender either the Indian agent on behalf of the principal/OEM or the principal /OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorisation letter obtained from their principals/manufacturers

37. In case the bidders propose any other payment terms in deviation with the standard terms mentioned in the tender enquiry, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison

### **3. Terms & Condition to Tenderers (Local / Indigenous) INSTRUCTIONS TO TENDERERS**

#### **1. Rejected Stores:**

Rejected Stores will remain at destination at the Contractos risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of



the advice of rejection, the Purchaser or his representative has, at his discretion the right to scrap or sell or consign the rejected stores to Contractors address at the Contractors entire risk and expense; freight being payable by the Contractor at actuals.

2. Model Certificates for Tenders for Work involving possibility of sub-contacting

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contracting from such countries I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contract form such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

3. Tenders should be submitted through e-portal before the due date of bid submission.

4. GST and/or other duties/levies where legally leviable and intended to be claimed should be distinctly shown separately in the tender. As a Government of India Department, this office is exempted from the payment of Octroi and similar local levies Tenderers shall ensure that necessary exemption certificates are obtained by them from the Purchase & Stores Officer concerned to avoid any payment of such levies.

5. (a) Your quotation should be valid for 180 days from the date of opening of the tender.

(b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

6. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination / delivery at site.

(a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the Tenderers will have to remove the samples at his own expense.

(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

(d) Specifications: Stores offered should strictly conform to our specifications. Deviations, if any should be clearly indicated by the tenderer in their quotation. The tenderer 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 Certificates 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 response for the same.

7. The Purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rates quoted.

8. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.

9. The tenderer should supply along with his tender the name of his bankers as well as the latest income-tax clearance certificate duly countersigned by the Income Tax Officer of the Circle concerned under the Seal of his office, if required by the Purchaser.

10. The Purchaser reserves the right to place order on the successful tenderers for additional quantity upto 25% of the quantity offered by them at the rates quoted.

11. The authority of the Person signing the tender, if called for, should be produced.

## 12. Definitions

(a) The term Purchaser shall mean the President of India or his successors or assigns.

(b) The term Contract shall mean, the person, firm or company with whom or with which the Order for the supply of stores is placed and shall be deemed to include the Contractors Successors, representatives, heirs, executors and administrators unless excluded by the contract.

(c) The term Stores shall mean, what Contractor agrees to supply under the contract as specified in the Purchase Order including erection of plants and machinery and subsequent testing, should such a condition be included in the Purchase Order.

## 13. Prices:

Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

## 14. Security Deposit:

On acceptance of tender, the contractor shall, at the option of the Purchaser and within the period specified by him deposit with him in cash or in any other form as the Purchaser may determine, Security deposit not exceeding ten percent of the value of the contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit Security and the Contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the contract and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores contracted for at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of Clause 10 (b) hereof and/or to recover

from the Contractor damages arising from such cancellation.

**15. Guarantee & Replacement :**

- (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered there in or any defects therein found to have developed under proper use arising from faulty stores, design or workmanship, contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If in the opinion of the Purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the Purchaser provided the notice informing the contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the Purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the Purchaser, as to whether or not the stores supplied by the contractor are defective or any defects has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final conclusive and binding on the contractor.
- (f) To fulfill guarantee conditions outlined in clause 4 (a) to (e) above, the contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of stores at Purchasers site.
- (h) Even while the 12 months guarantee applies to all stores in case where a greater period is called forth by our specifications then such a specification shall apply; in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the asked for guarantee period plus two months.

**16. Payment:** Contractors bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

**17. Mode of Payment** Normally Payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

**18. Packing Forwarding & Insurance:**

The Contractor 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 Contractor. The

Purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition, in accordance with the contract.

#### 19. Despatches :

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode it is at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on said to contain basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the contract.

20. Test Certificate: Wherever required, Test certificates should be sent along with the despatch documents.

#### 21. Acceptance of Stores:

(a) The stores shall be tendered by the contractor for inspection at such places as may be specified by the Purchaser at the Contractors own risk, expenses and cost.

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

(c) If, in the opinion of the Purchaser all or any of the stores that do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the Purchaser and his decision as to rejection and prices to be fixed shall be final and binding on the Contractor.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 above, the Purchaser shall be at liberty, with or without notice to the Contractor, to Purchase in the open market at the expense of the Contractor, store meeting the necessary performance and quality contracted for in place of those rejected provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

#### 22. Delivery:

(a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the contract, and delivery must be completed on or before the specified dates.

(b) Should the Contractor fail to deliver the stores or any consignment there of within the period prescribed for such delivery, the purchaser shall be entitled at his option either;

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% of the Price of any stores which the Contractor has failed to deliver as aforesaid, for each week or part of a week, during which the delivery of such stores may be in arrears, or

(ii) to purchase elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying

with the particulars are not, in the opinion of the purchaser readily procurable, such opinion being final) without cancelling the contract in respect of the consignment(s) not yet due for delivery, or (iii) to cancel the contract or a portion thereof and, if so desired, to purchase or authorize the purchase of stores not so delivered or others of similar description (where others exactly complying with the particulars are not, in the opinion of the Purchaser readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of Clause 10 above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account, provided that the re-purchase, or, if there is an agreement to repurchase then such agreement, is made within six months from the date of such failure. But the contractor shall not be entitled to any gain on such repurchase made against default. The manner and method of such repurchase shall be at the discretion of the Purchaser, whose decision shall be final. It shall not be necessary for the Purchaser to serve a notice of such repurchase on the defaulting Contractor. This right shall be without prejudice to the right of the Purchaser to recover damages for breach of contract by the Contractor.

### 23. Extension of Time:

As soon as it is apparent that contract dates cannot be adhered to an application shall be sent by the Contractor to the Purchaser, if failure, on the part of the Contractor to deliver the stores in proper time shall have arisen from any cause which the Purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances of the case without prejudice to the Purchasers rights to recover liquidated damages under Clauses 10 hereof.

### 24. Erection of Plant & Machinery:

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

### 25. Recovery of Sums Due:

Whenever any claim for the payment of , whether liquidated or not, moneys arises out of or under this contract against the Contractor, the Purchaser shall be entitled to recover such sum by appropriating, in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due, Similarly, if the Purchaser has or makes, any claim, whether liquidated or not, against the Contractor under any other contract with the

Purchaser, the payment of all moneys payable under the contract to the contractor including the security deposit shall be with held till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.

#### 26. Indemnity :

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this contract are free and clean of infringement of any Patent, copy right or trade mar, and shall at all times indemnify the Purchaser against all Claims which may be made in respect of the stores for infringement of any right protected by Paten, Registration of design or Trade Mark and shall take all risk of accidents of 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.

#### 27. Arbitration:

Any question, dispute or difference of opinion what soever that may arise between the purchaser and the Contractor in connection with this Contract shall to the extend possible be settles amicably between the Signatories of this Contract.

In case of any dispute or disagreement or question arising out of or relating to or in consequence of the Contract or to its construction or fulfillment or the validity of enforcement thereof which cannot be settled mutually or the settlement of which is not herein specifically provided for, the aggrieved Party shall within thirty days (or such longer period as may be mutually agreed to) inform the other party in writing that such disputes or disagreements be referred to a Board of Arbitration to be constituted within the said notice period of 30 (thirty) days consisting of a Nominee of the Purchaser, a Nominee of the Contractor and a Nominee of the Chief Justice of India who will be the Chairman of the Board.

The arbitration shall be conducted shall be conducted in accordance with the rules and procedures for arbitration as laid down in the Arbitration and Conciliation Act, 1996 as amended from time to time and the decision of the Arbitration shall be final and binding on both Parties. Each Party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including fees and other expenses of the Arbitration shall be equally shared by the Parties unless the award provided otherwise.

Performance under this Contract shall however continue during arbitration proceedings and no payment due or payable by the Parties hereto shall be withheld unless any such payment is or forms part of the subject matter of arbitration proceedings. The place of arbitration shall be Bangalore.

#### 28. Counter Terms and Conditions of Suppliers:

Where counter terms and conditions/Printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

#### 29. Security for Purchasers Materials:

Successful tenderer will have to furnish in the form of a bank guarantee or in any other form as called for by the purchaser towards adequate security for the materials/property provided by the purchaser for

the due execution of the contract.

30. AS PER GOVERNMENT OF INDIA, MINISTRY OF FINANCE ORDER (PUBLIC PROCUREMENT NO-1) DATED 23 JULY, 2020, ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN ANY PROCUREMENT WEATHER OF GOODS, SERVICE (INCLUDING CONSULTANCE SERVICES AND NON-CONSULTANCY SERVICES) OR WORKS (INCLUDING TURNKEY PROJECTS) ONLY IF THE BIDDER IS REGISTERED WITH THE COMPETENT AUTHORITIES. DEPARTMENT OF INDUSTRY AND INTERNAL TRADE 9DPIIT0 NEW DELHI.

31. GENERAL TERMS & CONDITIONS FOR BIDDERS:

For this procurement, bids from Class-I & class-II Local Suppliers are admissible. hence provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:

(a) Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).

(b) Class-I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order.

(c) Class-II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order

(d) Verification of local content:

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

(ii) In case bid value is in excess of Rs. 10 Cr., Class I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the 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.

(iii) False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) 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.

A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this 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, in the manner prescribed.

32. Product Scope: Class I local supplier/ Class- II local supplier shall offer only standard and catalogued product for Equipment / Spares Cards / assemblies. If the above offered Equipment / Cards / Assemblies are under development / to be developed the bid will not be considered.

33. As per Rule 144(xi) of General Financial Rules, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (i.e., Department for Promotion of Industry and Internal Trade) in line with Order (Public Procurement No. 1, 2 and 3) dated 23/07/2020 and 24/07/2020 or any amendments thereon issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance. Hence, Vendors or Agents of a Vendor (Indian or Others) from a country sharing border with India shall submit the copy of Valid Registration made with DPIIT along with the tender mandatorily, without which the offer will be treated as invalid.

#### 34. Model Certificate for Tenders

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.



## C. Bid Templates

### C.1 Technical Bid - High-Vacuum Process control unit for Ion Beam Milling System (IBMS)

#### 1. PLC logic and HMI interface development ( for high vacuum process control unit of Ion Beam Milling System using Existing PLC logic)

##### Item specifications for PLC logic and HMI interface development

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Development of HMI interface		-		

##### Document : Detailed Description

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

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Process Control unit for vacuum system with the run time software/ algorithm provided with a compatible host computer (Industrial PC) latest version with all required graphic cards and operating system packages (WINDOWS-7 or above).		-		

##### Supporting Documents required from Vendor

1. Operating procedure of process control unit and supported software, successful demonstration, warranty certificate for the said period to make sure the system in working condition.

**2. If any**

**3. if any**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Delivery and installation should be commenced within 3 months from the receipt of the purchase order. And vendor should ensure the successful operation of the system	Yes / No / Explain	
2	Goods and Services Tax [GST]: LEOS HAVING CONCESSIONAL GST UNDER NOTIFICATION NO 47(IGST) & 45 (CGST) OF INTEGRATED TAX (RATE), NECESSARY EXEMPTION CERTIFICATE WILL BE PROVIDED. APPLICABLE TAXES ARE 5% (SGST 2.5 %, CGST 2.5%)	Yes / No / Explain	
3	Whether Export Licence Required	Yes / No / Explain	
4	Bank Charges: Tenderer[s] are hereby requested to take note that All Bank Charges inside India shall be borne by the Purchaser. Similarly, All Bank Charges outside India shall be borne by Contractor.	Yes / No / Explain	
5	Agency Commission if any: Tenderer[s] shall mention the percentage [%] of Agency Commission included in the quoted Price payable to the Indian Agent in equivalent Indian Rupees on the basis of TT buying rate of exchange prevailing on the date of placement of Purchase Order.	Yes / No / Explain	

6	<p>Performance Bank Guarantee:The Contractor shall execute Performance Bank Guarantee for 3% value of the Purchase Order for fulfilment of Warranty obligations. The PBG shall be executed through Account Payee Demand Draft/ Fixed Deposit receipts or Bank Guarantee issued by a Nationalized Bank/Schedule Bank/International reputed Bank approved by RBI. The PBG shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value. The Performance Bank Guarantee shall be executed as per our specimen. The Performance Bank Guarantee shall be executed before claiming payment. The PBG will not carry any interest and shall be returned after completion of all the Contractual obligations of the Contract with a NO CLAIM CERTIFICATE issued by Contractor as per our Specimen enclosed. Adherence to this clause is compulsory or otherwise, the Tender will be rejected.</p>	Yes / No / Explain	
7	<p>Warranty/Guarantee: Tenderer[s] are requested the Indicate Applicable Standard Warranty/Guarantee Period. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To and Fro Freight Charges</p>	Yes / No / Explain	
8	Training if any	Yes / No / Explain	
9	Validity of Offer [210 Days].	Yes / No / Explain	
10	Company postal address along with Email ID and PH No.	Yes / No / Explain	
11	<p>In this tender either the Indian agent on behalf of the principal/OEM or the principal /OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorisation letter obtained from their principals/manufacturers</p>	Yes / No / Explain	
12	<p>If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection</p>	Yes / No / Explain	

13	The percentage of local content should be specifically mentioned in the offer, without which it will be summarily rejected	Yes / No / Explain	
14	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. Please send duly self attested certificate of GST Registration along with offer[s], in the absence of which	Yes / No / Explain	
15	Delivery Terms [Indigenous Supply]: Tenderer[s] is requested to quote the Price[s] [Basic Price of item, Packing, Forwarding and Freight, Insurance and Handling Charges if any] up to LEOS, Bengaluru.	Yes / No / Explain	
16	Delivery Date/Completion Date: Delivery is the essence of the Contract. Tenderer[s] are hereby requested to mention the Firm Delivery Date/Completion Date.	Yes / No / Explain	
17	Packing and Forwarding Charges if any	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 LEOS 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 an FAT	Yes / No / Explain	

20	<p>Arbitration: a) For Indigenous: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by Director, LEOS, Bengaluru in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bengaluru. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The Seat for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be English only. Work under the contract shall be continued by the Tenderer during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.</p>	Yes / No / Explain	
21	<p>Delivery Terms: For Indigenous supply: FOR LEOS</p>	Yes / No / Explain	

22	In this tender either the Indian agent on behalf of the principal/OEM or the principal /OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorisation letter obtained from their principals/manufacturers. 2.If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection.	Yes / No / Explain	
23	Freight Charges if any	Yes / No / Explain	
24	Insurance Coverage if any	Yes / No / Explain	
25	Mode of Despatch ( Air/Road)	Yes / No / Explain	
26	Payment Terms- For Indigenous: Our Standard Payment Terms is 100% payment within 30 days after Receipt and Acceptance of Stores at LEOS. Advance Payment will not be considered.	Yes / No / Explain	

27	<p>Security Deposit: The Contractor shall execute Security Deposit for 3% of the value of the Purchase Order to ensure Satisfactory Performance of the Contract as per our specimen. The Security Deposit shall be executed within 20 days after Receipt of Purchase Order or any extension thereof. The Security Deposit is to be furnished in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from Nationalized Bank/Scheduled Bank/International reputed Bank approved by RBI. The Security Deposit shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value. In case the Contractor fails to furnish the Security Deposit within 20 days or any extension thereof the Purchase Order shall be Cancelled or Terminated and appropriate penal action shall be initiated. Any breach of the Terms and Conditions of the PO including Delivery Period, Security Deposit shall be forfeited and PO shall be terminated and cancelled at the Contractors risk, cost and liability. The Security Deposit will not carry any interest and shall be returned after completely executing the order.</p>	Yes / No / Explain	
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28	<p>Liquidated Damage: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent [10 percent] of the Contract price of the unit or units so delayed. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such Stores shall be received without prejudice to the right of the Purchaser to claim Liquidated Damages and without prejudice to the terms and conditions of the Purchase Order/Contract.</p>	Yes / No / Explain	
29	<p>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.</p>	Yes / No / Explain	
30	<p>Product Scope shall offer only standard and catalogued product for Equipment / Spares Cards / assemblies. If the above offered Equipment / Cards / Assemblies are under development / to be developed the bid will not be considered.</p>	Yes / No / Explain	

31	<p>Arbitration: b) For Overseas Supplier: In the event of any dispute or difference arising out of or in connection with this Purchase Order, such dispute or difference shall be settled amicably by mutual consultants or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules &amp; Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Seat for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be English only. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.</p>	Yes / No / Explain	
32	<p>Arbitration: c) For 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 settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in the Department of Public Enterprise under the Permanent Machinery for Arbitration. Non Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.</p>	Yes / No / Explain	
33	<p>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.</p>	Yes / No / Explain	
34	No. of Shipments.	Yes / No / Explain	

35	<p>SECURITY: The technical information, drawings, specifications and other related documents, forming part of the CONTRACT, are the property of the Purchaser and shall not be used 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. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this CONTRACT. These technical informations, drawings, specifications and other related documents shall be returned to the Purchaser with approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.</p>	Yes / No / Explain	
36	<p>PUBLICITY: No publicity of any kind whatsoever in case of PURCHASE ORDER shall be given by the Supplier without prior permission of the Purchaser. 2.Purchase Officer, LEOS, reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.</p>	Yes / No / Explain	
37	<p>AS PER GOVERNMENT OF INDIA, MINISTRY OF FINANCE ORDER (PUBLIC PROCUREMENT NO-1) DATED 23 JULY, 2020, ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN ANY PROCUREMENT WEATHER OF GOODS, SERVICE (INCLUDING CONSULTANCE SERVICES AND NON-CONSULTANCY SERVICES) OR WORKS (INCLUDING TURNKEY PROJECTS) ONLY IF THE BIDDER IS REGISTERED WITH THE COMPETENT AUTHOR ITIES. DEPARTMENT OF INDUSTRY AND INTERNAL TRADE9DPIIT0 NEW DELHI</p>	Yes / No / Explain	

38	<p>In case the bidders propose any other payment terms in deviation with the standard terms mentioned in the tender enquiry, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison</p>	Yes / No / Explain	
39	<p>General Terms &amp; conditions for Bidders:</p> <p>For this procurement, bids from Class I &amp; class-II Local Suppliers are admissible. hence provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce &amp; Industries vide letter No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and subsequent amendment &amp; directives shall be followed. Accordingly, offer will be evaluated &amp; processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:</p> <p>a) Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).</p> <p>b) means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order.</p> <p>c) Class-II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order</p>	Yes / No / Explain	

40	<p>d)Verification of local content: i.The Class I local supplier Class II local supplier at the time to tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier / Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made. ii.In case bid value is in excess of Rs. 10 Cr., Class I local supplier Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the 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.</p>	Yes / No / Explain	
41	<p>ii.False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) 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. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this 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, in the manner prescribed.</p>	Yes / No / Explain	
42	Performance will be given to class-I Local supplier and in their absence, Class-II Local supplier will be considered.	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	If any.	Remark
1	PLC logic and HMI interface development	1.00 Lot		-			