Signer: GANTHIMERI AKKISETTY
Tue Aug 11 10:59:45 IST 2026

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

# Tender for Space grade Low ESR tantalum chip capacitor

**Bids to be submitted online**

## Tender No.: LEOS/LEOS/LE202600029201 dated 11-08-2026

## A. Tender Details

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|---|---|
| Tender No : | **LEOS/LEOS/LE202600029201** |
| Tender Date : | **11-08-2026** |
| Tender Classification: | **GOODS** |
| Purchase Entity : | **LEOS** |
| Centre : | **LABORATORY FOR ELECTRO OPTICS SYSTEMS (LEOS)** |

## Space grade Low ESR tantalum chip capacitor

Tender Prepared and submitted for approval

## A.1 Tender Schedule

| | |
|---|---|
| Bid Submission Start Date : | **11-08-2026 11:30** |
| Bid Clarification Due Date : | **25-08-2026 17:00** |
| Bid Submission Due Date : | **01-09-2026 17:00** |
| Bid Opening Date : | **02-09-2026 17:00** |
| Price Bid Opening Date : | **01-10-2026 10:30** |

## B. Tender Attachments

NA

## Instructions To Vendors

### 1. INSTRUCTIONS TO TENDERERS AND GENERAL TERMS & CONDITIONS (GTE)

1. 1.1The intending Tenderers are advised to read the Technical specifications, terms and conditions and other details carefully relating to the work contemplated in the Bid document and fully acquaint themselves as to all conditions and matters which may in anyway affect the work or cost thereof. The Tenderer shall be deemed to have known the nature, scope and magnitude of the work. Tenderer should bid only if he considers himself eligible and if it is in possession of all documents required as per the tender. The intending Tenderers are required to bid after carefully examining all instructions, eligibility criteria, forms, terms standards and specifications as per the tender document with full understanding of its implications.

2. 1.2If the Tenderer is found ineligible after opening of tenders, his tender shall become invalid ipso facto, and costs of the tender document and processing fees, as applicable shall not be refunded. Offers which are not in compliance with the tender conditions will be rejected, without assigning any reasons thereof. Failure to furnish all requisite information or and/or documents shall result in repudiation of the Offer. Notwithstanding the foregoing, Laboratory For Electro-Optics System(LEOS) Bengaluru reserves the right to assess the capability of the Tenderer to perform the contract keeping in view the overall interest of LEOS. In the event, the Tenderers capability and capacity are found to be unsatisfactory, LEOS reserves the right to reject the bid, without assigning any reasons thereof.

3. 1.3Any neglect or omission or failure on the part of the Tenderer in obtaining necessary information as stated above or in any other matter affecting the Tenderer shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid documents.

4. 1.4All requirements stated herein below are a minimum and LEOS reserves the right to request for any additional information and also reserves the right to reject the proposal of any Tenderer, if in the opinion of LEOS, the qualification or data is incomplete or if the Tenderer is found not qualified to satisfactorily perform the contract. The Tenderer shall bear all costs and expenses associated with preparation and submission of bid including post bid discussions, technical and other presentations and LEOS will in no case be responsible or liable for such costs, regardless of the outcome of the bidding process. The Tenderer shall also not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with the submission of the Bid or its consideration by LEOS, even though LEOS may elect to modify or withdraw the invitation to Bid or not to accept the Bid.

5. 1.5At any time prior to the deadline for submission of bids, LEOS may for any reason on its own initiative modify the bidding document by amendment. The amendment will be notified in writing or by fax or e-mail to the prospective Tenderers or uploaded online on the website. LEOS shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Notwithstanding the above, LEOS may at its discretion extend the deadline for submission of bids in order to afford reasonable time to prospective Tenderers to take into account the amendment in preparing the bids.

6. 1.6All the bids in prescribed form enclosed with tender documents must be submitted before the time and date fixed for the receipt of offers as set forth in the tender document. LEOS will not be responsible for non-receipt of tender[s]/offer[s] due to any loss of tender documents and it shall be the sole responsibility of the Tenderer to ensure uploading of the tender[s]/offer[s] within the time fixed and LEOS will not be responsible for non-submission of tender(s)/offer(s) within the stipulated date and time due to any software issues or Network issues or Server down. Tenderer(s) shall submit their bid(s) well in advance to overcome last minute glitches.

7. 1.7LEOS reserves the right to accept or reject any of the tender in full or part without assigning any reasons thereof. Offers received after stipulated time and date will be rejected.

8. 1.8Global Tender documents will also be uploaded on the ISRO website i.e. www.isro.gov.in Interested Tenderers may download the tender documents from website and submit their offers as per details mentioned in the Tender Notification.

9. 1.9If the tender opening date happens to be on an unidentified Holiday due to any reason, including Force Majeure, tender(s) shall be opened on the next working day.

10. 1.1Tenderers shall submit quotations through Online Only. The Tender shall be complete in respect of all technical specifications, instructions, drawings, pamphlets and catalogues, as per the tender document. Failure to furnish all information as per the requirements of the tender document and submission of bid not substantially responsive to the tender document shall render the tender liable for rejection. Any/All Bids by way of Fax/E-mail shall not be accepted.

11. 1.11Currency of Bidding: In GTE tenders, the Foreign Bidders are allowed to quote price (and get paid) in RBIs notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees - except for expenditure incurred in India (including agency commission if any) which should be stated in Indian Rupees. Indian Bidders shall quote in INR only for the Orders to be placed on Indian entity.

12. 1.12Agency Commission: The amount of Agency Commission, (normally not exceeding five percent) payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the Tenderer and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency

Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings.

13. 1.13All available technical literature, catalogues, Original Equipment Manufacturer Certificate [OEM] and other data in support of the specifications and details of the items should be furnished along with the offer wherever necessary. Unsolicited documents received after Tender due date & time shall not be entertained.

14. 1.14Samples, if called for, should be submitted free of charges by the Tenderers and LEOS shall not be responsible for any loss or damages thereof, due to any reason whatsoever. All incidental expenses towards submission of samples including Freight charges, Taxes & Duties etc shall be borne by the Tenderer. Delivery of samples to LEOS Stores shall be the responsibility of Tenderer. In the event of non-acceptance of tender, the Tenderer will have to remove/take away the samples at their own expenses.

15. 1.15Approximate 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.

16. 1.16Specifications: The description of the system in the documents supplied by the Tenderer along with the Bid shall be such as to ensure a clear understanding of the same and to permit its comparative evaluation. Stores offered should strictly confirm to LEOS Specifications. Deviations, if any, should be clearly indicated by the Tenderer in their quotation. The tender should also indicate the Make/Type, number of the Stores offered and provide catalogues, technical literature, and samples, wherever necessary along with the quotations. Test Certificate wherever necessary should be forwarded along with Supplies. Whenever options are called for in our Specifications, the Tenderer should address all such options. Wherever specifically mentioned by us, the Tenderer could suggest changes to specifications with appropriate justification for the same.

17. 1.17All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, the amount quoted in words shall prevail over the amount mentioned in figures.

18. 1.18The Bid and the prices quoted shall remain valid for 90 days for Single Part Tender. In case of Two Part Tender, bid validity shall remain valid for 120 days from the date of opening Part-1 and 90 days from the date of opening of Part-2 bid. A bid valid for a shorter period shall be rejected by

Purchaser as non-responsive.

19. 1.19Laboratory For Electro-Optics System(LEOS) reserves the right to place order on the successful Tenderers for additional quantity at the rates quoted or as mutually agreed for a period up to 18 months from the date of release of original order.

20. 1.20Earnest Money Deposit [EMD]: -

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

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

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

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

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

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

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

28. 1.21Micro and Small Enterprises [MSEs]
a.In order to avail the benefits extended by Government of India to the Micro and Small Enterprises [MSEs] in respect of Goods and Services as per provision of the policy, MSEs registered with District Industries Centre [DIC] or Khadi and Village Industries Commission [KVIC] or Khadi and Village Industries Board [KVIB] or Coir Board or National Small Industries Commission [NSIC] or Directorate of

Handicrafts and Handlooms or Udyog Aadhar Memorandum, or any other Body specified by Ministry of MSME have to submit a copy of Valid Certificate with self-attestation along with the Techno-commercial bid. No Certificate claiming exemption will be entertained after Tender due date.

29. b.MSEs are entitled for [i] issue of Tender documents Free of Cost [ii] Exemption of Earnest Money Deposit [EMD]. However, Performance Security is mandatory for Goods and Services.

30. c.If the MSE Tenderer[s] is/are SC/ST/Woman entrepreneur owned MSEs, specific mention for the same should be there in the valid certificate submitted by the tenderer.

31. d.Tenderers claiming MSME benefit shall furnish copy of UAM no. as uploaded on CPP portal to avail benefit.

32. 2INSTRUCTIONS TO E-PROCUREMENT TENDERERS

33. 2.1LEOS invites offer[s] through e-tender portal for the supply of Stores. The Suppliers need to get enrolled in the e-tender portal to access tender and submit their offer online. Tenderers need to have Digital Signature Certificate as detailed on LEOS e-portal. Only online tenders will be accepted. MANUAL/POSTAL/COURIER/E-MAIL/FAX OFFERS WILL NOT BE CONSIDERED. FURTHER, IT MAY BE NOTED THAT NO MANUAL TENDER DOCUMENT WILL BE ISSUED BY LEOS .

34. 2.2Interested Tenderers may login to https://eproc.isro.gov.in and submit their offers via Online/internet only through the aforesaid website.

35. 2.3No Tender fee shall be payable for submission of tender through e-procurement.

36. 2.4Bid Securing Declaration: The Tenderers/Bidder have to sign a Bid Securing Declaration accepting that if the Tenderer[s] withdraw or modify their Bids during the period of validity, or if they are awarded the Contract and they fail to sign the Contract, or fail to submit a Security Deposit & Performance Bank Guarantee before the deadline stipulated in the request for Bid Documents, they will be suspended for the period of 2 years and such Tenderer[s] will not be eligible to submit Bids for future tenders.

37. 2.5Quote should be submitted in Single Part/Two Parts as specified in the Tender Enquiry.

38. 2.6The Tender Enquiry contains technical requirements and specification. The detailed technical specification along with Commercial Terms and Conditions of your offer should be covered in Technical Bid i.e. Part-1 [Technical and Commercial] and Price should be covered only in Part -2 [Price Bid].

39. 2.7In the case of Two Part Tender, Price details should NOT be disclosed in the Part-1 [Technical and Commercial Bid] and in any other attachments enclosed in the Technical Bid. In case, Price details are mentioned, the same will be rejected. The Technical documents need to be attached online as a PDF file without any price information.

40. 2.8In case of Two Part Tender, Commercial Terms to be covered in the Part-1 [Technical Bid] are Delivery Terms as per [INCOTERMS], Delivery Period, Payment Terms (without mentioning the price or amount), Security Deposit for performance of Contract and Performance Bank Guarantee for fulfilment of Warranty obligation, Validity of the Offer, Warranty/Guarantee, Liquidated Damages [for delayed supplies] and all available technical literature, catalogues and other data in support of the specifications and details of the items, etc. which have to be filled up online.

41. 2.9Prices are required to be quoted according to the units indicated, in the Part-2 [Price Bid] only. If documents with price details are submitted with techno-commercial part, such tenders will be treated as invalid.

42. 2.10The Price quoted must be firm and 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 percentage of GST where legally leviable and intended to be claimed shall be calculated and indicated in the column provided in online forms explicitly.

43. 2.11GST/or Other Duties/Levies where leviable and intended to be claimed should be distinctly shown separately in the Tender.

44. 2.12For the Procurement/providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST.

45. 2.13The document solicited from Tenderer should be submitted online. Document has to be submitted in PDF file(s) and attached online.

46. 2.14Those Tenderers who are participating for the first time in New portal of ISRO e-procurement, have to submit their request for Registration through Online portal. Such requests should come within 3 working days in advance before last date for submission of bids. Furnishing incomplete details for registration shall be rejected. LEOS is not responsible for approval of any request for Registration beyond stipulated time.

47. 2.15The Tenderers 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.

48. 2.16Once the offer is submitted through online mode by the Tenderer, he will not be able to provide/submit a revised offer or make any alteration or change to the offer or any terms contained therein after the bid submission date.

49. 2.17In case of Two-Part Public/Open Tender, the exact date and time of opening of Price Bid of successful Tenderers will be intimated later.

50. 2.18The Part-1 [Technical Bid and Commercial Bid] opening date and time indicated is tentative. There may be changes/delay due to Network/ Computer Server related problems and the tender opening may get delayed by one or two days under such circumstances, the exact date and time of opening will be intimated later in case of Public or Open Tender

51. 2.19All the Tenderers should regularly browse/check the e-mail/s being sent to them from e-procurement portal for initiating appropriate action or for any updates on the Tender.

52. 2.20The Tenderer should submit along with his tender the Name of his Bankers, Account Number etc., mandatorily to Laboratory For Electro-Optics System(LEOS) .

53. 2.21Foreign Tenderer to disclose the name and address of agents and representatives in India and Indian Tenderer to disclose their foreign principals or associates. Foreign Tenderer to disclose the payments to be made by them to agents/brokers or any other intermediary.

54. 2.22Compulsory Enlistment of Indian Agents : As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents who desire to quote directly on behalf of their foreign manufacturers/principals, to get them enlisted with the Central Purchase Organization (e.g. DGS&D). The compulsory enlistment of Indian Agents under the scheme of Ministry of Finance is simpler. Moreover the registration of the foreign manufacturer is not a must for enlisting the Indian Agent under this scheme.

55. 2.23Indian Agents while quoting on behalf of their Principals should attach latest valid authorization letter [PDF file] from their Principals. Absence of this will amount to rejection of the Tender.

56. 2.24Conflict of Interest among Tenderers/Agents: A Tenderer shall not have conflict of interest with other Tenderers. The Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this bidding process, if:

57. a) They have controlling partner(s) in common; or

58. b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or

59. c) They have the same legal representative/agent for purposes of this bid; or

60. d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Tenderer; or

61. e) Tenderer participates in more than one bid in this bidding process. Participation by a Tenderer in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.

62. f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

63. 1The principal manufacturer directly or through one Indian agent on his behalf; and

64. 2Indian/foreign agent on behalf of only one principal.

65. g) a Tenderer or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

66. h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Tenderer must proactively declare such sister/common business/management units in same/similar line of business.

67. Chapter-2
Terms and Conditions:
1Definitions: In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

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

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

70. c.'Contract' shall mean the documents forming the tender, the offer, the award of tender and the formal agreement executed between the competent authority on behalf of Purchaser and the

Contractor, together with the documents referred to therein including the conditions enumerated herein, specifications, designs, drawings and instructions issued from time to time by the competent authority of Purchaser and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.

71. d.'Contractor' shall mean the individual, firm, Limited Liability Partnership [LLP] or company, undertaking the works and shall include the legal representatives, nominees, affiliates, successors-in-interest, permitted assigns, Heirs, Executors and Administrators of such individual, LLP, Firm or Company, unless repugnant to the context or meaning thereof.

72. e.'Contract Value' shall mean the sum for which the tender is accepted as per the Letter of Award.

73. f.'Date of commencement of work' The date of start of Contract shall be reckoned from the date of issue of Letter of Award.

74. g.'Drawings' shall mean the drawings referred to in the Contract document including modifications if any and such other drawings as may be from time to time, be furnished or approved by Purchaser.

75. h.'Letter of Award' shall mean Purchaser's letter or notification conveying its acceptance of the tender, subject to such conditions as may have been stated therein.

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

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

78. k.Purchaser' shall mean the President of India represented by its Director or Sr. Head/Head, Purchase and Stores/ Sr. Purchase & Stores Officer/Purchase & Stores Officer, Laboratory For Electro-Optics System(LEOS) Bengaluru or his successors or assigns.

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

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

81. n.'Stores' shall mean what the Contractor agrees to supply under the Contract/Tender as specified in the Purchase Order including erection of plant and machinery and subsequent testing should such a

condition be included in the Purchase Order.

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

83. p.Words importing persons or parties shall include firms, corporations and organizations having legal capacities.

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

85. 2Government of India Orders, Circulars and Guidelines: All relevant Orders, guidelines issued by Government of India from time to time shall be applicable for this tender.

86. 3Transparency: Tenderers are free to ask Purchaser for clarifications on the Bidding/tender terms and conditions, process, etc., during the procurement process. All such queries and clarifications shall be sought for in writing via e-mail and sent to the officer authorized by the Purchaser to issue such clarifications, as may be required. No verbal request will be entertained.

87. 4Prices:
Tenders offering Firm & Fixed Prices will be considered. The Contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items as specified here in above. The Tenderer shall quote prices separately furnishing break-up of cost towards Basic Cost of Items testing, inspection, packing, forwarding, Freight, Handling, Insurance, Installation if any, and GST.

88. 5Price Variation for Long Term Contracts:
Where Tenderer[s] quote delivery period beyond 18 months, the illustrative formula for Price Variation Clause [PVC] shall be referred under General Financial Rules [GFR], 2017, Appendix-11 [see Rule 225 [viii] [b]. It may please be noted that the formula for Price Variation is available on the Website.

89. 6Goods and Service Tax: (for Indigenous supplies)
6.1Government 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.

90. 6.2HSN Code and applicable rate of GST:
Laboratory For Electro-Optics System(LEOS) , Bengaluru is eligible for Concessional GST under the following notifications:

91. 6.2 (a)"CGST and SGST :
Government of India, Ministry of Finance (Department of Revenue) vide its Notification No. 6/2018-Central Tax (Rate), dated the 25th January, 2018, read with Notification No.24/2018-Central Tax (Rate) dated the 31st December, 2018, have inserted the serial number 243B under Chapter 88 or Any other chapter wherein it is specified that the CGST @ the rate of 2.5% shall be applicable for Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock ups and modules, raw material and consumables required for launch vehicles and satellites and payloads. "

92. 6.2 (b)"IGST

Government of India, Ministry of Finance (Department of Revenue) vide its Notification No. 7/2018-Integrated Tax (Rate), dated the 25th January, 2018, read with Notification No.25/2018-Integrated Tax (Rate) dated the 31st December, 2018, have inserted the serial number 243B under Chapter 88 or Any other chapter wherein it is specified that the IGST @ the rate of 5% shall be applicable for Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock ups and modules, raw material and consumables required for launch vehicles and satellites and payloads. "

93. 6.3The declaration regarding the proposed procurement is for Satellite or for its payload will be mentioned specifically in our Purchase Order and also a certificate in this regard will be issued, if required. Successful Tenderers should considered this aspect before raising an Invoice. On all other procurements, applicable GST will be paid. Tenderers shall mention applicable GST rate along with the HSN code in their commercial Terms.

94. 7.0Customs Duty (For imports)
7.1Laboratory For Electro-Optics System(LEOS) , Bengaluru is eligible for payment of Customs Duty @ 5% + Social Welfare Cess @ 10% on CD & IGST @ 5% vide Notification No.12/12-Cus dated 17.03.2012 superseded by Notification No.50/17-Customs dated 30.06.2017 and as amended by Notification No. 5/2018-Customs dated 25.01.2018, Sl. No. 539A.

95. 7.2The necessary Customs Duty Exemption Certificate (CDEC) shall be provided by LEOS only to those bidders who claim Purchase Preference under Make in India Policy shall fulfil all requirements of tender document applicable for Indigenous Manufacturer i.e., Class-I/Class-2 local supplier. Such Class-I/Class-2 local suppliers are requested to take note of this aspect and submit their Offer clearly mentioning that the quoted Price for Imported contents which includes concessional Customs Duty as per above Notification. While requesting for issue of CDEC for the imported contents, the Tenderer[s] should mention the Item Description, Quantity and Value for which CDEC is to be provided for the bought out Imported Items. The necessary proof shall be produced while requesting for issue of CDEC from LEOS . However, CDEC will be issued only to those successful class-I/Class-2 local supplier.

96. 8.0Evaluation of Tenders:
8.1The Evaluation/Loading criteria in respect of Payment Terms, Bank Guarantee towards free issue of materials [FIM], etc., having financial implications will be considered to arrive at L-1 status.

97. 8.2In case of Ex-works offer from Local supplier, an additional one percent shall be loaded to arrive at the FOR Destination cost.

98. 8.3In case any Foreign Tenderer(s) quote is on Ex-works basis, an additional one per cent shall be added to Ex-works quoted value so as to make it an FCA/FOB/FAS offer.

99. 8.4In case both Indian and foreign bidders have quoted in the tender or any foreign Tenderer has quoted on CIF/CIP/DDU basis, the comparison of the offers would be done on the basis of FOR destination including all applicable taxes and duties (on the principle of Landed Cost).

100. 8.5In order to bring all the foreign bidders on FOR destination basis, an additional three per cent shall be loaded on FCA/FOB/FAS offer for the imports to arrive at the FOR Destination cost.

101. 8.6The above shall be followed only for arriving at L1 offer. However, actual offered delivery terms shall be considered for placement of order to the successful bidder.

102. 9.0Clarification regarding contents of the Bids:
9.1During evaluation and comparison of bids, the Purchaser may, at its discretion, ask the Tenderer for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.

103. 9.2All responsive bids shall be evaluated with a view to select the lowest [L1] Tenderer who meets the qualification criteria, techno-commercial aspects and shall be compared on a common platform on the basis of total evaluated cost of each offer which will be arrived at by adding the basic price as well as other charges, and all statutory levies/taxes/duties. Maintenance charges shall be taken into account if it forms part of the tender for the purpose of cost comparison. The financial implication shall be considered as the all-inclusive cost to the Purchaser. Evaluation of the bids shall be done on the basis of landed cost to the Purchaser.

104. 9.3Purchaser discourages advance payment terms. In case of advance payment/ Milestone Payment, for the purpose of evaluation, interest shall be loaded on the amount so paid as advance for the delivery period quoted, as per Marginal Cost of funds based Lending Rate [MCLR] or any other rate as notified by Reserve Bank of India from time to time, prevailing on the date of tender opening. Further, for any delay in executing the contract, Purchaser shall recover interest on the amount paid as advance for the delayed period at the MCLR of State Bank of India prevailing on the date of the payment besides other remedies available for breach of the contract.

105. 9.4If a Tenderer quotes NIL charges/consideration in case of Service contracts, the bid shall be treated as unresponsive and will not be considered.

106. 9.5Evaluation of the bids shall not be done on the basis of conditional discounts.

107. 9.6Purchaser reserves the right to give preference for procurement of goods in terms of product reservation and preferential / mandatory purchase policy as notified by Government of India from time to time. Tenderers claiming any preference shall submit relevant and valid registration certificate along with the tender. No certificate claiming any concession shall be considered after Tender due date.

108. 9.7Purchaser reserves the option to increase/decrease the quantity to the extent of 25% of the tendered quantity.

109. 9.8Purchaser reserves the right to accept or reject any quotation in full or part thereof by recording the reasons. The Purchaser shall be under no obligation to accept the lowest or any tender and reserves the right to accept whole or any part of the tender or part of the quantity offered and the Tenderers shall supply the same at the rates quoted.

110. 9.9Purchaser also reserves the right to reject any offer in the event of non-compliance to tender terms and conditions.

111. 9.10Tenderers are advised to refrain from contacting by any means, either LEOS and/or their employees/representatives on matters related to the tender which are under consideration. Adherence to this Clause is compulsory or otherwise the Tender will be rejected.

112. 9.11The tender evaluation and process of award of works is done by duly authorized LEOS Committee and this Committee is authorized to discuss and get clarification/s from the Tenderers, if any. The Tenderer/s may be asked to give a presentation on their technical bid and arrange for functional demonstration of the stores offered. No change in the substance of the bid or the price thereof shall be sought/offered/permitted.

113. 10.0Payment Terms:
10.1All payments are subject to permissible legal deductions from the contract price as per the Contract. All payments shall be released only after successful and satisfactory completion of quantum and type of work, specified for respective activity. All payments shall be directly made by the Purchaser to the Tenderer.

114. 10.2All interim payments made shall be regarded as payments by way of advance against the final payment only, and not as payment for work actually completed and shall not preclude defective/imperfect/incomplete work to be removed. It will not be considered as an admission on the part of the Purchaser of the due performance of Contract or any part thereof nor shall it preclude,

determine or affect in any way the powers of the Purchaser to determine the quality and quantity of work and issue such directions, as may be necessary to the Contractor.

115. 11Terms of Payment
11.1Local Suppliers:
a.The Contractor[s] Bill will be processed for payment only after the Stores have been received, inspected and accepted by the Purchaser. Normally payment will be made for the accepted Stores within 30 days from the date of Receipt and Acceptance of the Material at Laboratory For Electro-Optics System(LEOS) .
b.For any Services, payment will be made after satisfactory completion of the services and certification to that effect from the Purchaser.
c.Any other payment terms offered by the Tenderers may be considered by the Purchaser provided that all such payments shall be against receipt of the items / satisfactory completion of service / identified verifiable milestones.

116. 11.2Overseas Suppliers:
a.Being a Government of India Department, Laboratory For Electro-Optics System(LEOS) shall consider Sight Draft and Letter of Credit Payment Term which shall be 90% of basic cost against shipment. Balance 10% of the basic cost & other costs, if any, shall be paid directly through SWIFT transfer after Receipt, and Acceptance of items at Laboratory For Electro-Optics System(LEOS) [after Installation, Testing, Commissioning and Training if any]

117. b.The Sight Draft/Letter of Credit will be operative on presentation of the following documents to our bank through suppliers bank.
i) Original Airway Bill/Bill of Lading.
ii) Commercially Certified/Signed Invoices in Triplicate describing the Stores delivered, Quantity Unit Rate and their Total Value. The Invoice should indicate the discounts, if any and Agency Commission separately
iii) Packing List showing individual Dimension and Weight of the Packages.
iv) Country of Origin Certificate can be declared on the Invoice.
v) Test Certificate, if any.
vi) Declaration by the Contractor that the contents in each case are not less than those entered in the Invoices and the quality of the Stores are guaranteed as per the specification asked by the Purchaser.
vii) Warranty and Guarantee Certificates.

118. c.Bank Charges in the case of Overseas Supplier[s]
i)All Bank Charges Payable within India shall be borne by Purchaser. Similarly, all Bank Charges Payable outside India shall be borne by the Supplier. All Taxes and Duties payable in India will be borne by the Purchaser. Similarly all Taxes and Duties payable outside India shall be borne by the Tenderer/Contractor.
ii)Taxes and duties, applicable as per the Indian Tax Laws in respect of transactions between the

Purchaser and Tenderer and as incorporated in the Contract will be paid against documentary evidence and as required by Indian Tax Laws.

119. d.In case of LC payment term, Charges towards LC opening shall be added to the original bid to arrive at landed cost.

120. e.Only Irrevocable LC at sight shall be opened.  Confirmed LC will not be opened by LEOS .

121. 12Bank Guarantee:
12.1Performance Security [PS]:
Within 20 days from the date of issue of the Purchase Order or with in such extended time as may be granted by the Purchaser in writing, the Contractor shall execute an irrevocable interest free Performance Security for 10%  of the Contract value to ensure due Performance of the Contract including the fulfilment of the Warranty obligation. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Tenderer's failure to complete his obligations under the contract. The Purchaser shall discharge the performance security bond after completion of Tenderer's performance obligations including the warranty and post-warranty obligations under the contract.

122. 12.2Security Deposit [SD]:
Within 20 days from the date of issue of the Purchase Order or with in such extended time as may be granted by the Purchaser in writing, the Contractor shall execute an irrevocable interest free Security Deposit for 10% of the Contract value to ensure due Performance of the Contract. The proceeds of the Security Deposit shall be payable to the Purchaser as compensation for any loss resulting from the Tenderer's failure to complete his obligations under the contract. The Purchaser shall discharge the security deposit after completion of Contractor's obligations till acceptance of the items by LEOS .

123. 12.3Performance Bank Guarantee [PBG]:
The Contractor shall execute Performance Bank Guarantee for 10% value of the Contract value for fulfilment of Warranty obligations. The PBG shall be executed as per our specimen. The PBG shall be executed and submitted to LEOS  before claiming payment.

124. 12.4The Contractor shall submit either (a) Performance Security OR (b) Security Deposit & Performance Bank Guarantee as mentioned above.

125. 12.5The Performance Security/Security Deposit/Performance Bank Guarantee may either be furnished in the form of an Account Payee Demand Draft; or Fixed Deposit Receipt from a Nationalized or Scheduled Bank, or Bank Guarantee from a Nationalized or Scheduled Bank or Online Payment in favour of Accounts Officer, Laboratory For Electro-Optics System(LEOS) , Bengaluru. The Bank Guarantee must be valid till its contractual obligation plus an additional period of 60 days beyond the date of completion of all contractual obligations.

126. 12.6In the event the work is not completed within the stipulated period, the contractor shall get the Performance Security/Security Deposit be extended.

127. 12.7The Bank Guarantee shall be executed on a Non-judicial stamp paper of Rs.200 or more value as per Specimen.

128. 12.8The Performance Security/Security Deposit/Performance Bank Guarantee will not carry any interest and shall be returned after completion of all the obligations of the Contract with a 'NO CLAIM CERTIFICATE ' issued by Contractor as per our Specimen enclosed.

129. 12.9Adherence to this clause is compulsory or otherwise, the Tender will be rejected.

130. 12.10In the event the Contractor fails to furnish the Performance Security/Security Deposit within 20 Days as stipulated hereinabove, i.e. after the receipt of Purchase Order or on signing of the Contract or any extension thereof, the Purchase Order/ Contract shall be cancelled and terminated at the Contractor's risk, cost and liability. The Earnest Money Deposit, if any executed shall be forfeited and appropriate penal and legal action shall be initiated.

131. 12.11Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of Performance Security, and instead, an Indemnity Bond shall be executed in lieu of Performance Security.

132. 12.12Bank Guarantee towards Free Issue Materials (FIM):
a.The successful Tenderers shall furnish Bank Guarantee (BG) towards the cost of Free Issue Materials issued by Purchaser (if any) towards adequate Security for the FIM for the execution of the Contract and the said Tenderer will be duly authorized by PURCHASER to collect the free issue materials from LEOS 's site subject to the furnishing of the aforesaid Bank Guarantee. The BG is to be kept valid till supply and acceptance of the final product. Adherence to this Clause is compulsory or otherwise the Tender will be rejected.
b.In the case of Public Sector Undertaking, Public Sector Enterprises and Government Organization, Indemnity Bond [IB] together with Insurance shall be considered in place of BG.
c.For Fabrication of items, in case FIM issued by LEOS , the Supplier should quote the rates considering the Scrap Materials generated and taken over by Supplier.

133. 12.13The Bank guarantee issued by the Issuing Bank on behalf of contractor/ supplier in favour of Laboratory For Electro-Optics System(LEOS) shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

134. Name of the Beneficiary : Laboratory For Electro-Optics System(LEOS)
Beneficiary Bank Name : STATE BANK OF INDIA

Beneficiary Branch IFSC : SBIN0003024,
Beneficiary Branch Name :SME BRANCH,
"Bank Address: STATE BANK OF INDIA, SME BRANCH, PEENYA INDUSTRIAL AREA, B-96, 2ND CROSS, 1ST STAGE, PEENYA,
BANGALORE-560057,"
The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

135. 13.0Packaging:
13.1The Contractor wherever applicable shall pack all Stores in crates or cartons for Sea/Air worthy shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damages and deterioration in transit by road, Rail or Sea for Space Qualified Stores. The Contractor[s] shall be held responsible for all losses and damages caused due to improper packaging or shipment.

136. 13.2The Contractor shall ensure that the label on each Box/Unit of Shipments is legible and marked properly for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

137. 13.3The 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.

138. 13.4The Contractor shall give complete shipment information concerning the Weight, Size, description and content of each packages, etc. Trans-shipment of Stores shall not be permitted except with the prior written permission of the Purchaser.

139. 13.5Apart from the dispatch documents negotiated through Bank/s, the following documents shall also be sent through email/fax 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/Airway Bill, Post Parcel Receipt
b) Invoice
c) Packing List
d) Test Certificates
e) Certificate of Origin as declared in the Invoice.
f) Warranty/Guarantee Certificate.

140. 13.5Contractor shall also ensure that one copy of the Packing List is enclosed in each Case/Box.

141. 13.6Indian Customs Authorities have imposed late filing charges. Therefore, Suppliers are requested to inform the dispatch particulars well in advance by e-mail to enable the Purchaser for arranging necessary clearance from Customs and to avoid payment of late filing charges.

142. 13.7Contractor shall bear demurrage charges if any, incurred by the Purchaser due to delayed presentation of shipping documents to the Bankers within reasonable time [and in any event within 7 days] from the date of Bill of Lading for Sea Consignments and within 3 days from the date of Air Way Bill for Air Consignments. Such charges shall be recovered from the balance payment to supplier.

143. 14.0High Sea Sale: Tenderers submitting offer[s] against High Sea Sale Trade shall not be considered.

144. 15.0Guaranteed Time of Delivery:

145. 15.1Delivery period shall be specified in Tender. In case the tender calls for installation then the Tenderers shall mention the schedule for supply and installation separately. Time required for installation post supply shall be clearly defined to avoid any lag period between supply and installation/commissioning.

146. 15.2The date of delivery of the stores stipulated in the Purchase Order/Contract shall be deemed to be the essence of the Purchase Order/Contract and delivery must be completed on or before the specified dates. In case of failure, Purchaser reserves the right to terminate/cancel the Order/Contract at his discretion.

147. 15.3Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss / damage sustained due to the delay in fulfilling this responsibility.

148. 15.4For items having shelf life, those with maximum shelf life should be supplied if order is placed.

149. 15.5The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be 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.

150. 15.6In case Export License is required for the offered items, the Tenderer[s] shall mention the same while submitting the offer.

151. 16.0Mode of Dispatch: RAIL/ROAD/SEA/AIR

152. 16.1For Air Consignments: Stores should be dispatched by Air Freight through Purchaser nominated freight forwarder as per the delivery terms and mode of dispatch mentioned in the Purchase

Order. A copy of the Invoice and Packing List should be kept inside each of the package. Port of Entry KEMPEGOWDA INTERNATIONAL AIRPORT, BENGALURU, INDIA.

153. 16.2For Sea Consignments:Stores should be dispatched by Ocean Freight by First Class Indian Flagged Vessel or Conference Vessel on Freight Collect basis as per the delivery terms and mode of dispatch mentioned in the Purchase Order. A copy of the Invoice and Packing List should be kept inside each of the package. Port of Entry shall be 'CHENNAI, INDIA'. The Port of Ultimate Destination shall be 'INLAND CONTAINER DEPOT [ICD, BENGALURU]'. The Customs Clearance shall be arranged at ICD Bengaluru.

154. 16.3Shipping Marks: The Marks on the Shipping Documents such as Invoice, Bill of Lading/Airway Bill and on the packages should be as follows:
a) Purchase Order No: & Date:
b) Address : GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LABORATORY FOR ELECTRO-OPTICS SYSTEMS (LEOS-ISRO)
1st STAGE, 1st CROSS, PEENYA INDUSTRIAL ESTATE
BANGALORE -560 058 (INDIA
c) Destination:
d) Port of Entry:

155. 17.0Ultimate Consignee:
Purchase & Stores Officer [Stores]
LABORATORY FOR ELECTRO-OPTICS SYSTEMS (LEOS-ISRO)
1st STAGE, 1st CROSS, PEENYA INDUSTRIAL ESTATE
BANGALORE -560 058 (INDIA

156. 18.0Insurance of the Stores:
No Insurance is required at Laboratory For Electro-Optics System(LEOS) cost. The Contractor shall be responsible for insuring the Stores wherever considered necessary. The necessity or otherwise of Insurance will be as indicated in the Purchase Order.

157. 19.0Inspection and Acceptance Tests:
19.1The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to Inspect examine and test at the Contractor's premises, the material and workmanship of all Stores to be supplied under this Contract and if part of the said Stores is being manufactured on other premises, the Contractor shall obtain the Purchasers representative permission to inspect, examine and test and shall not release the Contractor from the obligations under this Contract.

158. 19.2For tests conducted at the premises of the Contractor or any of his sub-contractors, the Contractor shall provide free of cost assistance, Labour, Materials, Electricity, Fuel and Instruments as

may be required or as may be reasonably needed by the Purchaser's representative to carry out the tests efficiently.

159. 19.3When the Stores have passed the specified test, the Purchaser's representative shall furnish a certificate to this effect in writing to the Contractor. The Contractor shall provide copies of Test Certificate to the Purchaser as may be required.

160. 19.4Inspection/Test/Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any inspection by Lloyds or any other Third Party Agency is considered necessary, it shall be arranged by Contractors on the instructions of the Purchaser.

161. 19.5Pre-Delivery Inspection:  Pre-Delivery Inspection if required, shall be carried out by LEOS Engineers at the Contractors Factory Premises at our cost. The Contractor need not extend any Hospitality to our representatives.

162. 20.0Acceptance of Stores:
20.1The Stores shall be tendered by the Contractor for Inspection at such places as may be specified by the Purchaser at the Contractor's own risk, expenses and cost.

163. 20.2It is expressly agreed that the acceptance of the Stores contracted for is subject to final approval by the Purchaser, whose decision shall be final.

164. 20.3If, in the opinion of the Purchaser, all or any of the Stores that do not meet the performance or quality requirements specified in the Purchaser Order, they will be rejected and the decision as to the rejection by the Purchaser shall be final and binding on the Contractor.

165. 20.4If the whole or any part of the Stores supplied are rejected the Purchaser shall be at liberty, with or without notice to the Contractor, to Purchase in the open market at the expense of the Contractor, Stores meeting the necessary performance and quality contracted for in place of those rejected, provided that either the Purchaser or the agreement to Purchase from another supplier is made six months from the date of rejection of the Stores as aforesaid.

166. 20.5Instruction/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.

167. 21Contractor[s] Default Liability:
21.1The Purchaser upon a written notice of default to the Contractor, shall be entitled to terminate the Contract by giving 30 days prior notice, in whole or in part, at the sole risk and cost of the Contractor, in circumstances detailed hereunder:-
a) If in the judgment of the Purchaser, the Contractor fails to make delivery of Stores within time

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

168. 21.2In the event of Purchaser terminating the Contract in whole or in part thereof, as provided hereinabove, the Purchaser reserves the right to purchase, upon such terms and in a manner as he may deem appropriate, Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar Stores, and/or for Liquidated Damages for delays as defined in Clause 25.0 until such reasonable time as may be required for the final supply of Stores.

169. 21.3If Contract is terminated as provided in Clause 21.0 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.
a)Any completed Stores.
b) The Purchaser shall pay to the Contractor, the Contract price for completed Stores delivered to and accepted by the Purchaser and for manufacturing materials delivered and accepted.

170. 21.4In the event, the Purchaser does not exercise its right to terminate the Contract as provided in Clause 21.0, the Contractor shall continue the performance of the Contract, in which case he shall be liable to the Purchaser for Liquidated Damages for delay as set out in Clause 25.0 until the Stores are accepted.

171. 22.0Replacement:
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.

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

173. b] Terminate the Contract for default as provided under Clause 21.0 above. The right to terminate and the right to replace the Stores shall not be derogatory to one another and shall mutually complement one another. In other words, the Purchaser shall be entitled to take either decision, or both.

174. 24.0Force Majeure:
24.1Neither party shall bear responsibility for complete or partial non-performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the Purchase Order/Contract], if the non-performance results from such force

majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock out, freight embargo, acts of the Government either in its sovereign or its contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of state authorities or any other circumstances beyond the control of the parties that have arisen after the conclusion of Purchase Order/Contract. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.

175. 24.2The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 7 days from the date of the occurrence and cessation of the force majeure condition/s. In the event of delay lasting over one month, arising from force majeure causes, the Purchaser reserves the right to cancel the contract without any obligation to compensate the Tenderer in any manner. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

176. 24.3Any Certificate issued by the Chamber of Commerce or any other competent authority or organization shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carryout complete or partial performance of an obligation for more than 60 days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability.

177. 24.4The Force Majeure condition is applicable only to the prime Contractor and Purchaser.

178. 25.0Delay in Completion/Liquidated Damages:
25.1The 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 Five percent [5 percent] of the Contract price of the undelivered stores. However, in case of inordinate delays (i.e. Inexcusable delays of more than one-fourth of the total
completion period), the maximum limit on LD shall be ten percent (10 percent). 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. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.

179. 25.2In 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.

180. 26.0Erection of Plant, Machinery and Installation of Software:
26.1Wherever Erection of Plant or Machinery and Installation of Software is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the Erection and Installation of the Software as and when called upon to do so within the period specified by the Purchaser, the Purchaser shall have the right to get the Erection and Installation of the Software etc., done through any source/agency of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the Purchaser is liable to incur towards erection. The Contractor, shall, however, not be entitled to any gain/payment due to such an action by the Purchaser.

181. 26.2If it appears to the authorised representative of the Purchaser that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior quality or description, or that any materials or articles procured by the tenderer for the execution of the work are of unsound quality or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the tenderer shall on demand in writing within 03 Months of the completion of the work from the said Authorised Representative notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require remove the materials or articles so specified and provide other proper and suitable materials or articles at its own cost. In the event Tenderer fails to rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of, as the case may be, it shall be so strictly at the risk and expense in all respects of the Tenderer, including the right to refund of payment received and also cost of rectification.

182. 27Standard Warranty/Guarantee:
27.1All products/stores supplied against the bid shall be of high reliability and shall carry comprehensive free of cost warranty. The Contractor shall guarantee and certify that the Stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. The Purchaser expects the stores to be highly reliable which would result in lower maintenance and repair cost.

183. 27.2Guarantee for the period as indicated in the tender documents shall be after acceptance of the Stores. If any defects are discovered, therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, Contractor shall remedy such defects at his own cost provided, he is called upon to do so within a period of 12 months from the date

of Acceptance thereof, by the Purchaser who shall state in writing in what respect the Stores or any part thereof, are faulty.

184. 27.3If in the opinion of the Purchaser, it becomes necessary to repair, replace or renew any defective Stores, such repair, replacement or renewal shall be made by the Contractor Free of all Cost to the Purchaser, provided the notice informing the Contractor of the defect is given by the Purchaser in this regard within the said period of 12 Months from the date of acceptance of Stores thereof.

185. 27.4If Contractor fail to rectify the defects, the Purchaser shall have right to reject or repair or replace, at the cost of the Contractor the whole or any portion of the defective Stores. The warranty for such replaced/repaired items/stores shall be for 12 months from the date of handing over of such replaced/repaired stores in complete and satisfactory condition to the Purchaser.

186. 27.5The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof, on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 Months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor. The Warranty/Guarantee certificate has to accompany the shipment.

187. 27.6All the replacement Stores shall also be guaranteed for a period of 12 months from the date arrival of Stores at Purchaser's site.

188. 27.7Even while the 12 months guarantee applies to all Stores in case where a greater period is called for by our Specifications then such a specification shall apply, in such cases the period of 12 months referred to in Clause 27 shall be the asked for guarantee period plus 2 Months.

189. 28.0Termination:
28.1Under the normal circumstances, Termination/Short Closing of the Purchase Order/Contract is not foreseen. However, the Purchaser reserves the right to terminate the Contract in whole or in part by giving 30 days prior notice under any of the following circumstances:

190. a)For repeated non-performance in the execution of Purchase Order/Contract.
b) If the Contractor fails to deliver the final Product within the stipulated delivery schedule or any extension thereof, granted by Laboratory For Electro-Optics System(LEOS) .
c) If the Stores repeatedly fails in the Inspection and does not pass Inspection and Quality requirements of Purchase Order/Contract and/or the Contractor is not in a position to either rectify the defects or offer the Stores conforming to the contracted Quality Standards.
d) If the Contractor is unable to rectify the defects or offer replacements in lieu of defective items.
e) If the final Product does not pass Inspection and Quality requirements of Purchase Order/Contract.
f) If the Contractor fails to perform any other obligations under P.O/Contract.
g) If the Contractor becomes bankrupt or otherwise insolvent.

h) Owing to deficiency of service, breach of Contract.
i) For inefficiency, indiscipline, irregularity, insincerity, indifference in work, indulges in corrupt practices, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.
j) To terminate the Purchase Order/Contract at any time by giving 30 days prior notice.
k) If the Contractor becomes bankrupt or otherwise insolvent or any petition seeking its insolvency is admitted by a Court/Tribunal of competent jurisdiction or if the Contractor applies for voluntary insolvency or enters into any arrangement for deferred payment to its creditors.

191. 29.0Parallel Contract:
Purchaser reserves the right to enter into Parallel Contract/s with one or more Contractors for procurement of Stores or any portion thereof that is covered by this Contract.

192. 30.0Subletting/Assignment of the Contract:
The Contract shall not be sublet, transferred or assigned to any other third party firm/agencies/person, etc., without the prior written permission of Purchaser. In case of violation of this clause, the Service Provider/Contractor shall be solely responsible for any legal action besides termination of Contract.

193. 31.0Secrecy:
The technical information, drawings, specifications and other related documents provided by the Purchaser and forming part of the Contract are the property of Purchaser and shall not be used or disclosed for any other purpose, except for execution of the Contract. All rights, including rights in the event of grant of patent and registration of designs are reserved in favour of the Purchaser. The technical information, drawings, specifications, records and other documents provided by the Purchaser shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/ or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchaser's consent in writing except to the extent required for the execution of this Contract. These technical information, drawings, specifications and other related documents which were originally provided by the Purchaser shall be returned to the Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose, and shall be accompanied with a certificate of the Contractor signed by an authorised signatory that such technical information, drawings, etc. have been returned to the Purchaser and that the Contractor has not retained any copy/ies thereof with him.

194. 32.0Arbitration:
32.1Local suppliers: :In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator

appointed by the Parties by mutual consent, in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The Arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre-Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The 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 the 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.

195. 32.2Arbitration 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 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.

196. 32.3Arbitration with Public Sector Undertakings: In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013 - DPE (GM) /FTS 1835 dated 22.05.2018. And/or amended thereafter".

197. 33.0Language and Measures:
All documents pertaining to the Contract including specification schedule notices, correspondence, operating and maintenance instruction drawings or any other writing shall be written in English language only. The metric system of measurement shall be used exclusively in the Contract. Any document originally in a language other than English must be accompanied with certified English translation and the same shall be considered for evaluation.

198. 34.0Applicable Law and Jurisdiction:
The Contract shall be interpreted, construed and governed by the Laws of India and the Courts in Bengaluru City alone shall have exclusive jurisdiction in this regard, to the extent permissible under the Arbitration and Conciliation Act, 1996 and subsequent Amendment, if any. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.

199. 35.0Indemnity:
The Contractor shall warrant and deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any third party Patent, Copy Right or Trademark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement of any third party right protected by Patent, Registration of the design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the Contract. The Contractor shall indemnify and keep indemnified the Purchaser against payments to be made under and for the observance of the applicable laws without prejudice to his right to claim indemnity from his sub-contractors, if any.

200. 36.0Counter Terms & Conditions:
Where counter terms and conditions printed or cyclostyled condition have been offered by the supplier as part of its bid, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof, is obtained and incorporated into the Agreement to be entered into between the Parties, upon award of the Tender/Contract.

201. 37.0Security 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.

202. 38.0Training:
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.

203. 39.0Purchase Preference to Public Sector Undertakings:
Wherever, Purchase/Price Preference is applicable for Public Sector Undertaking [PSUs], the same will be as per the extant orders of Department of Space.

204. 40.0Risk Purchase:
40.1In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Purchaser shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from

the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract. GST will be charged / levied on Risk Purchase as per the provision of GST Act Rule thereon.

205. 40.2Risk purchase action may be initiated under any of the following conditions:
a) When the supplier fails to deliver the materials even after extending the delivery period.
b) When the supplier fails to respond to purchasers request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

206. 41Fall Clause:
41.1The Price[s] charged for the Stores/Services supplied under the Contract by the Contractor shall be no event exceed the lowest price at which the Contractor sells the Stores/Services or offer to sell the Stores/Services of identical description to any Person[s], Firm, Party, Organisation[s] including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central/State Government as the case may be during the period till the performance of all supply orders placed during the currency of the Contract is completed.

207. 41.2If at any time during the said period, the Contractor reduces the sale price, sells or offers to sell such Stores/Services to any person[s], Organisation[s], including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale of offer to the Purchaser and the price payable under the Contract for the Stores/Services supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced to the same lower rate.

208. 42Limitation of Liability:
42.1The remedies stated in the Contract are exclusive and in no event shall the Contractor be liable for any, special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the contract, the Contractor's total liability to the Purchaser, whether in Contract shall not exceed the total amount paid to the Contractor under the Contract.

209. 41.2If at any time during the said period, the Contractor reduces the sale price, sells or offers to sell such Stores/Services to any person[s], Organisation[s], including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale of offer to the Purchaser and the price payable under the Contract for the Stores/Services supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced to the same lower rate.

210. 42Limitation of Liability:
42.1The remedies stated in the Contract are exclusive and in no event shall the Contractor be liable for any, special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the contract, the Contractor's total liability to the Purchaser, whether in Contract shall not exceed the total amount paid to the Contractor under the Contract.

211. 42.2The Purchaser shall be under no obligations to accept the lowest or any tender and reserve the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Tenderer[s] shall supply the same at the rates quoted.

212. 42.3The Purchaser shall not be liable to the Contractor for any loss or damages suffered by it during the term of the Contract or subsequently, and in no event shall the Contractor be liable for any, special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the Contract, the Contract having been satisfactorily completed, the Purchaser's total liability to the Contractor, shall not exceed the total amount to be paid to the Contractor under the Contract.

213. 43.0Buy Back Offer:
Wherever it is considered necessary, the Quotation shall be given separately with Buy-Back Offer and also without Buy-Back Offer so as to enable Purchaser either to Trade or not to Trade the item while purchasing the new one.

214. 44.0Rejection of Bids:
Canvassing by the Tenderer in any form, unsolicited letter and post-tender correction may invoke summary rejection of Bids. Conditional Tenders will be rejected. The Tenderer shall not impose any conditions on the bid i.e. the bid must be unconditional.

215. 45.0Conditional Discount Offer:
Conditional Discounts Offers will not be considered.

216. 46.0Splitting of Order[s]:
The Volume/Quantity for certain specialized nature of jobs is considerably large and it is necessary the orders are split with more than one party in order to ensure timely delivery/services. Purchaser reserves right to split the Purchase Orders to more than one party. However, every effort will be made to bring the Commercial aspect including price of the parties on a single common platform. This is aimed at providing equal opportunity for the parties while taking the decision.

217. 47.0Changes in the Name and Address of the Supplier:
In the event of Change in Name and Address of Tenderer/Contractor, Documentary Proof issued by the Appropriate Government Authorities shall be produced for making such change in the Contract and its procedures, in the absence of which PO/Amendment/Payment will not be released.

218. 48.0Annual Maintenance Contract [AMC]/Extended Warranty:
48.1Tenderers 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.

219. 48.2Payment for Extended warranty support: After the completion of Standard warranty period, the payment towards extended warranty support shall be released on monthly/quarterly/half yearly/yearly after successful completion of service.

220. 48.3Payment for Annual Maintenance contract: The payment towards annual maintenance contract shall be released monthly/quarterly/half yearly/yearly basis after successful completion of the maintenance services.

221. 48.4In case of Non-Comprehensive AMC, Tenderers shall provide essential spare list with its price. In case of TWO PART Tender, same shall be provided along with PRICE BID as any disclosure of Price in Techno-commercial bid amounts for rejection.

222. Government Policies & guidelines:
49.0Start-ups
The facilities/benefits will be extended for start-ups as per the Guidelines issued by Government of India, only if they technically qualify for tendered specifications.

223. 50.0Public Procurement [Preference to Make in India]:
50.1Public Procurement (Preference to Make in India) order 2017- revision issued by Government of India, Department of Promotion of Industry and Internal Trade [DPIIT] Public Procurement [preference to Make in India] vide Order No P-45021/2/2017-PP(BE II) dated 16/09/2020 or as amended thereafter. The Tenders submitted are subjected these orders.

224. 50.2Bidders are required to submit necessary certificates & documents as detailed in the above referred GOI Order in support of their claim to avail benefit against this order. The bidders who claim Purchase Preference under Make in India Policy shall fulfil all requirements of tender document applicable for Indigenous Manufacturer. FAILURE TO SUBMIT THE REQUIRED DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.

225. 50.3Local Content means the amount of value added in India which shall unless otherwise prescribed by the Nodal ministry, be the total value of the item procured (excluding net domestic Indirect taxes), minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

226. 50.4Class-I local supplier' means a Supplier or Service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-I local supplier

under this order.

227. 50.5Class-II local supplie means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-II local supplier but less than that prescribed for Class-I local supplier under this Order.

228. 50.6Non - Local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for Class-II local supplier under this Order.

229. 50.7L1 means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation

230. 50.8Margin of Purchase Preference: means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. The Margin of purchase preference shall be 20% (i.e. L1 + 20% band).

231. 50.9Nodal Ministry means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works

232. 50.10Procuring entity means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act

233. 50.11Works means all works as per Rule 130 of GFR- 2017 and will also include 'turnkey works

234. 50.12Eligibility of 'Class-I local supplier/ Class-II local supplier/ Non-local suppliers for different types of procurement
(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
(b)Only 'Class-I local supplier' and Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161 (iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure .
(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts

235. 50.12APurchase Preference:
(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

236. (b)In the procurements of goods or works, which are covered by para 50.12(b) above and which are divisible in nature, the Class-I local supplier shall get purchase preference over 'Class-Il local supplier' as well as 'Non-local supplier', as per following procedure

237. i) i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1

238. ii)If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1 . Thereafter, the lowest bidder among the Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class local supplier' fails to match the LI price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

239. (c) In the procurements of goods or works, which are covered by para 50.12(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-Il local supplier as well as 'Non-local supplier', as per following procedure.

240. i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier the contract will be awarded to L1.

241. ii)If L1 is not Class-I local supplier', the lowest bidder among the Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

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

243. (d)Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities

244. 50.12BApplicability in tenders where contract is to be awarded to multiple bidders: In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

246. (b)In other cases, 'Class II local suppliers and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

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

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

249. 50.13Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

250. 50.14Verification of local content.
(a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall

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

251. (b)In cases of procurement for a value in excess of Rs. 10 crores the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in 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

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

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

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

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

256. (g)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.

257. 50.15Self-Certificate for Local Content
We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under Class-I Local Supplier Category. As being Class-I Local Supplier, we are eligible for Preference to Make in India) order 2017- revision issued by Government of India, Department of Promotion of Industry and Internal Trade [DPIIT] Public Procurement [preference to Make in India] vide Order No P-45021/2/2017-PP(BE II) dated 16/09/2020 or as amended thereafter

258. *We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than or equal to 20% but less than 50% and come under Class-II Local Supplier Category.
The details of the location(s) at which the local value addition made is/are as under:
1) _____
2) _____

3) _____
* Strike out whichever is not applicable
Date: Seal & Signature of the Bidder

259. 51.0Restrictions under Rule 144 (xi) of the General Financial Rules (GFR), 2017:
51.1Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India.

260. 51.2Bidder (including the term Tenderer, consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

261. 51.3Bidder from a country which shares a land border with India for the purpose of this order means:
i)An entity incorporated, established or registered in such a country; or
ii)A subsidiary of an entity incorporated, established or registered in such a country; or
iii)An entity substantially controlled through entities incorporated, established or registered in such a country; or
iv)An entity whose beneficial owner is situated in such a country; or
v)An Indian (or other) agent of such an entity; or
vi)A natural person who is a citizen of such a country; or
viii)A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

262. 51.4The beneficial owner for the purpose of 51.3 above will be as under:
i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation --- Control shall include the right to appoint majority of the Directors or to control management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

264. iii) In case of an unincorporated association or body of individuals, the beneficial owner is the

natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals;

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

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

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

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

269. 51.5Model Certificate for Tenders
I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirement in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

270. 51.6Model Certificate for Tenders for Works involving possibility of sub-contracting
I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India or sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract for any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

271. 52Government e-Market place [GeM]:
52.1In terms of Rule No.149 of GFR 2017 Purchaser is authorized to procure Goods and Services through Online Government e-Market place [GeM] for common use Goods and Services which are available in GeM.

272. 52.2As per Office Memorandum No 6/9/2020-PPD dated 24/08/2020 of Department of

Expenditure, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered on GeM and obtain a Unique GeM Seller ID, at the time of Placement of Order/acceptance of contract. Tenderers shall ensure the same.

273. No Claim Certificate
[on Company Letterhead]

Sub: Contract Agreement No. _____ dated _____ for supply of _____

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

Yours faithfully,

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

Date:_____

Place:_____

# C. Bid Templates

## C.1 Technical Bid - Space grade Low ESR tantalum chip capacitor

### 1. Capacitor(Space grade Low ESR tantalum chip capacitor)

### Item specifications for Capacitor(Space grade Low ESR tantalum chip capacitor)

| Sl No | Specification | Value | Compliance | Offered Specification | Remark |
|---|---|---|---|---|---|
| 1 | item | Space grade Low ESR tantalum chip capacitor | Yes / No / Explain | | |
| 2 | Type | TES | Yes / No / Explain | | |
| 3 | Value | 22 uF | Yes / No / Explain | | |
| 4 | Termination finish | Hot Solder dipped | Yes / No / Explain | | |
| 5 | ESR@100kHz | 100m Ω | Yes / No / Explain | | |
| 6 | Voltage Rating (at +85degC) | 35V | Yes / No / Explain | | |
| 7 | Tolerance | +/-10% | Yes / No / Explain | | |
| 8 | Direct current leakage(DCL) Max | 7.7uA | Yes / No / Explain | | |
| 9 | Package | Leadless, Surface Mounted | Yes / No / Explain | | |
| 10 | Case Size | Case D | Yes / No / Explain | | |
| 11 | Physical dimension (LxWx H) | 7.30 mmx 4.30 mmx 2.90 mm | Yes / No / Explain | | |
| 12 | Operating temperature range: | - 55 °C to + 125°C | Yes / No / Explain | | |
| 13 | Quality requirement | 1.Qualified to Generic Specification : ESCC 3012<br><br>2. Detailed specification : ESCC 3012/004 | Yes / No / Explain | | |

| | | | | | |
|---|---|---|---|---|---|
| 14 | Date code requirement | The devices shall be drawn from the lot manufactured within 2 years of the date of shipment | Yes / No / Explain | | |
| 15 | Testing Requirement | 1.The components delivered shall be subjected to the tests and measurements as per Chart F2 & Chart F3 of ESCC 3012<br>2.All components shall undergo surge current test as per condition C of MIL-PRF-55365 | Yes / No / Explain | | |

**Document : SPECIFICATION**

**2. DATAPACK(test reports etc)**

**Item specifications for DATAPACK(test reports etc)**

| Sl No | Specification | Value | Compliance | Offered Specification | Remark |
|---|---|---|---|---|---|
| 1 | Data pack requirement | 1.Variable (read and record) data pertaining to all the measurements taken at various stages of testing as per Chart F2 & F3 of ESCC 3012.<br>2.The test data shall have a covering sheet giving the details like all the test conducted/ test conditions applied, quantity in/ out against each test<br>3.Surge current test Data.<br>4.Radiographic Inspection report.<br>5.Certificate of Conformance from the manufacturer.<br>6.The data/report sheets shall be in English | Yes / No / Explain | | |

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

| Sl No | Specification | Value | Compliance | Offered Specification | Remark |
|---|---|---|---|---|---|
| 1 | Data pack | As per specification | Yes / No / Explain | | |
| 2 | General requirement | 1.The name of the manufacturer shall be specified as part of the offer..<br>2.The devices shall be drawn from the lot manufactured within 2 years of the date of shipment<br>3.No pure tin shall be used in the fabrication/assembly of the component<br>4.Latest data sheet of the quoted item shall be sent along with the offer.<br>5.Report all NCR/DCN during procurement/testing.<br>6.Post-delivery, clearance of the item is subjected to incoming visual inspection of the device and data-pack verification.<br>7. The data/report sheets shall be in English | Yes / No / Explain | | |
| 3 | Authorization certificate | Only OEM/OEM authorized suppliers for the listed space grade components will be considered. In case of authorized supplier, Necessary authorization certificate (specific to this tender) with validity period of authorization to be provided along with offer. | Yes / No / Explain | | |
| 4 | Delivery schedule | 52 weeks from the date of Purchase Order | Yes / No / Explain | | |

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| 5 | Packaging of devices | 1.Capacitors shall be supplied in packing that bears a label which gives the details like a. Part number b. Value c. Tolerance d. Voltage e. Manufacturer etc.<br>2.The devices shall be delivered in waffle packaging. Package material shall be ESD compliant. | Yes / No / Explain | | |

**Supporting Documents required from Vendor**

**1. Latest datasheet of device**

**2. Certificate of Conformance from the manufacturer.**

**3. Radiographic Inspection report.**

**4. Surge current test Data.**

**5. The test data shall have a covering sheet giving the details like all the test conducted/ test conditions applied, quantity in/ out against each test**

**6. Variable (read and record) data pertaining to all the measurements taken at various stages of testing as per Chart F2 & F3 of ESCC 3012.**

**7. Commercial Compliance**

**8. Land Border Declaration**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

| Sl. No. | Description | Compliance | Vendor Terms |
|---|---|---|---|
| 1 | Package material shall be ESD compliant. | Yes / No / Explain | |
| 2 | The devices shall be delivered in waffle packaging. | Yes / No / Explain | |
| 3 | Capacitors shall be supplied in packing that bears a label which gives the details like a. Part number b. Value c. Tolerance d. Voltage e. Manufacturer etc. | Yes / No / Explain | |
| 4 | Provide compliance for General terms and conditions which is attached as a separate sheet in a document folder. | Yes / No / Explain | |
| 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. | Yes / No / Explain | |
| 6 | Indicate the applicable Rate of GST for the quoted item/s | Yes / No / Explain | |
| 7 | Indicate the applicable HSN code/s for the quoted item/s | Yes / No / Explain | |
| 8 | Have you noted the applicability of GST in clause 6.0 of our General Terms and conditions attached to this Tender | Yes / No / Explain | |

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| 9 | Custom Duty: Laboratory For Electro-Optics System(LEOS), Bengaluru is eligible for payment of Customs Duty @ 0% (zero percent) & IGST @ 5% vide Notification No.12/12-Cus dated 17.03.2012 superseded by Notification No.50/17-Customs dated 30.06.2017 and as amended by Notification No. 5/2025-Customs dated 01.02.2025, Sl. No. 539A. The necessary Customs Duty Exemption Certificate (CDEC) shall be provided by LEOS only to those bidders who claim Purchase Preference under Make in India Policy and fulfil all requirements of tender document applicable for Indigenous Manufacturer i.e., Class-I/Class-2 local supplier. Such Class- I/Class-2 local suppliers have to take note of this aspect and submit their Offer clearly mentioning that the quoted Price for Imported contents includes concessional Customs Duty as per above Notification. While requesting for issue of CDEC for the imported contents, the Tenderer[s] should mention the Item Description, Quantity and Value for which CDEC is to be provided for the bought out Imported Items. The necessary documentary proofs like P.O., on their Supplier, Invoice, AWB shall be produced while requesting for issue of CDEC from LEOS. However, CDEC will be issued only to those successful Class-I/Class-2 local supplier, not exceeding the limit of foreign content declared in their quote. Also a declaration of the Supplier in their letter head that imported items in the Invoice are used for realization of ordered items. | Yes / No / Explain | |
| 10 | Delivery Terms [Indigenous Supply]: Tenderer[s] shall quote the Price[s] on FOR, LEOS, Bengaluru. [For Import Supply]: Tenderer[s] are requested to quote the Price[s] on Ex-works /FCA (Airport/Seaport) /FOB (Seaport) or as per INCO terms | Yes / No / Explain | |
| 11 | Delivery Date/Completion Date: Delivery is the essence of the Contract. Tenderer[s] is/are hereby requested to mention the Firm Delivery Date/Completion Date. Also mention period required for installation & commissioning separately, in addition to the delivery period, if it is there in the scope | Yes / No / Explain | |

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| 12 | Mode of Despatch (Air/Sea/Rail/Road) | Yes / No / Explain | |
| 13 | Payment Terms:[Indigenous Supply]: & [For Import Supply] Payment shall be 100 per cent payment within 30 days after receipt and acceptance of Stores at LEOS Bengaluru or as per RFP terms. [For Import Supply] 90 percent of PO value Sight Draft (All bank charges inside India tor LEOS accounts and outside India beneficiarys account) balance 10 percent PO value will paid within 30 days after receipt and whether Installation, Testing, Commissioning, Demonstration, Acceptance and imparting Training is necessary for the Tendered Stores. Note : Advance payments and 100 percent Letter Of Credit payments not acceptable | Yes / No / Explain | |
| 14 | Name of Suppliers Banker & Account Number with IFSC code | Yes / No / Explain | |

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| 15 | Security Deposit: The Contractor shall execute Security Deposit for 3 per cent of the value of the Purchase Order to ensure Satisfactory Performance of the Contract. 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 Insurance Surety Bond or Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from Nationalized Bank/Scheduled Bank/International Bank approved by RBI. The Security Deposit shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value and shall be valid for a period of 60 days beyond the date of completion of the P.O/Contract.. 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. Adherence to this clause is compulsory or otherwise, the Tender will be rejected | Yes / No / Explain | |

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| 16 | Performance Bank Guarantee: The Contractor shall execute Performance Bank Guarantee for 3 per cent value of the Purchase Order for fulfillment of Warranty obligations. The PBG shall be executed through Insurance Surety Bond/Account Payee Demand Draft/ Fixed Deposit receipts or Bank Guarantee issued by a Nationalized Bank/Schedule Bank/International 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 and shall be valid for a period of 60 days beyond the date of completion of all the terms and conditions of the P.O,/expiry date of warranty period. 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. | Yes / No / Explain | |
| 17 | Warranty/Guarantee: Tenderer[s] are requested the Indicate Applicable Standard Warranty/Guarantee Period. Warranty period shall commence from the date of acceptance of the goods by the purchaser. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To & fro Freight Charges, taxes and duties, if any. Return of replaced parts/equipment shall be the responsibility of the Supplier, at their cost. | Yes / No / Explain | |

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| 18 | Liquidated Damages: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Five percent [5 percent] of the Contract price of the undelivered stores. However, in case of inordinate delays (i.e. Inexcusable delays of more than one-fourth of the total completion period), the maximum limit on LD shall be ten percent (10 percent). 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. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. | Yes / No / Explain | |
| 19 | Validity of Offer: The Bid and the prices quoted shall remain valid for 180 days for Single Part Tender. In case of Two Part Tender, bid validity shall remain valid for 210 days from the date of opening Part-1 and 180 days from the date of opening of Part-2 bid. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. | Yes / No / Explain | |

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| 20 | Pre-Delivery Inspection [PDI] [if Required]: The successful Tenderer[s] has to arrange for the necessary PDI of the Stores at the Contractor Factory Premises to enable 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 | |
| 21 | Factory Acceptance Testing [FAT] [if Required]: The successful Tenderer[s] has to arrange for the necessary FAT of the Stores at the Contractor Factory Premises to enable LEOS Engineers to carry out FAT. The FAT is applicable wherever the RFP document/Scope of Work calls for such as FAT | Yes / No / Explain | |
| 22 | Tenderer[s] are requested to mention whether Installation, Testing, Commissioning, Demonstration, Acceptance and imparting Training is necessary for the Tendered Stores. Do not mention any price under this column in case of Two-Part Tender. | Yes / No / Explain | |

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| 23 | Arbitration (Local suppliers):<br>i.In the event of any conflict or dispute arising out of or in connection with the Contract placed through EGPS, the Parties shall endeavour to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Procuring entity or any other person as authorized by the Procuring entity.<br><br>ii.If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall be dealt with in accordance to Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.<br><br>iii.The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.<br>Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. | Yes / No / Explain | |

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| 24 | 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 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 | Yes / No / Explain | |
| 25 | Arbitration with Public Sector Undertakings: In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013 - DPE (GM) /FTS-1835 dated 22.05.2018. And/or amended thereafter. | Yes / No / Explain | |
| 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. | Yes / No / Explain | |
| 27 | Company postal address along with Email ID and Ph No. | Yes / No / Explain | |

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| 28 | In case a bidder is an MSE, registered under NSIC or any other Government Agencies and would like to avail exemptions, offer should be accompanied with necessary registration certificate with declaration to consider their offer. Quotation received without such declaration and valid registration certificate will not be considered for exemptions under the Public Procurement Policy. | Yes / No / Explain | |
| 29 | Do you have Unique GeM Seller ID? If YES, provide details If NO, As per Office Memorandum No 6/9/2020-PPD dated 24/08/2020 of Department of Expenditure, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered on GeM and obtain a Unique GeM Seller ID, at the time of Placement of Order/acceptance of contract. Tenderers shall ensure the same. | Yes / No / Explain | |
| 30 | Please refer the following OMs/orders issued by Govt. of India while submitting the bid: (i) No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 (ii) F.No.6/18/2019-PPD (Public Procurement No.1) dated 23.07.2020 (iii) F.No.6/18/2019-PPD (Public Procurement No.2) dated 23.07.2020 and (iv) F.No.6/18/2019-PPD (Public Procurement No.3) dated 24.07.2020. All the provisions mentioned in the above OMs/orders shall be complied. If any deviation from the above OMs/order, your offer will be liable for rejection. All Bidders fulfilling the above orders, shall submit a valid registration certificate made with DPIIT, without which the offer shall not be considered. | Yes / No / Explain | |
| 31 | Country of Origin of Non Local Content quoted items (Specify in the column) . Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected | Yes / No / Explain | |
| 32 | For two part tenders. do not mention the prices 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 | Yes / No / Explain | |

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| 33 | GOODS AND SERVICES TAX [GST] : We are having Concessional GST Under Notification No: 07/2018 Integrated tax (Rate) Dated 25/01/2018 read with Notification No 25/2018 Dated 31/12/2018 Sl No. 243B/Under Chapter 88 (IGST 2.5%, CGST 2.5%) or Under Notification No: 06/2018 Dated 25/01/2018 Central tax (Rate) read with Notification No 24/2018 Dated 31/12/2018 Sl No. 243B/under chapter 88. necessary Exemption Certificate will be provided. Applicable taxes are 5% | Yes / No / Explain | |
| 34 | Whether you are a OEM /Reseller /Distributor. If not, mention the nature of business with a copy of valid registration certificate to substantiate the same. Details of break up of Local Content shall be provided in terms of percentage and also provide Documentary proof. | Yes / No / Explain | |
| 35 | 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 | |
| 36 | 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. | Yes / No / Explain | |

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| 37 | 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. | Yes / No / Explain | |
| 38 | Custom Duty: Laboratory for Electro-Optics Systems [LEOS], Bengaluru is eligible for Nil Customs Duty vide Notification No.50/17-Customs dated 30.06.2017 and as amended by Notification No. 5/2018-Customs dated 25.01.2018, Sl. No. 539A, further amended by Notification No. 05/2025-Customs I (38) dated 01.02.2025. The necessary Customs Duty Exemption Certificate (CDEC) shall be provided by LEOS only to those bidders who claim Purchase Preference under Make in India Policy and fulfil all requirements of tender document applicable for Indigenous Manufacturer i.e., Class-I/Class-2 local supplier. Such Class-I/Class-2 local suppliers have to take note of this aspect and submit their Offer clearly mentioning the quoted Price arrived by considering the Nil Custom Duty as per above Notification. While requesting for issue of CDEC for the imported contents, the Tenderer[s] should mention the Item Description, Quantity and Value for which CDEC is to be provided for the bought out Imported Items. The necessary documentary proofs like P.O., on their Supplier, Invoice, AWB shall be produced while requesting for issue of CDEC from LEOS. However, CDEC will be issued only to those successful Class-I/Class-2 local supplier, not exceeding the limit of foreign content declared in their quote. Also a declaration of the Supplier in their letter head that imported items in the Invoice are used for realization of ordered items. Suppliers may note that LEOS is not responsible for any incidental charges incurred towards late/ non-submission of CDEC. | Yes / No / Explain | |

## C.3 Price Bid

| Sl. No. | Item | Quantity | Unit Price | Currency | Total Price | Remark |
|---|---|---|---|---|---|---|

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| 1 | Capacitor(Space grade Low ESR tantalum chip capacitor) | 1.0 - 100.0 Nos. | | - | | |
| | | 101.0 - 200.0 Nos. | | - | | |
| | | 201.0 - 500.0 Nos. | | - | | |
| 2 | DATAPACK(test reports etc) | 1.00 Lot | | - | | |