Signer: KIRAN KUMAR R
Tue Sep 01 16:38:16 IST 2026

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

Tender for Tape cartridges

Bids to be submitted online

Tender No.: LEOS/LEOS/LE202600044501 dated 01-09-2026

A. Tender Details

Tender No :	**LEOS/LEOS/LE202600044501**
Tender Date :	**01-09-2026**
Tender Classification:	**GOODS**
Purchase Entity :	**LEOS**
Centre :	**LABORATORY FOR ELECTRO OPTICS SYSTEMS (LEOS)**

Tape cartridges

TERMS AND CONDITIONS ATTACHED
NOTE: THIS IS A TWO PART TENDER. DO NOT MENTION THE PRICE IN TECHNICAL BID. REFLECT THE PRICE IN PRICE BID ONLY (PRICE BID FORM). DISCLOSURE OF PRICE IN TECHNICAL BID DOCUMENTS LEADS TO DISQUALIFICATION OF YOUR BID

A.1 Tender Schedule

Bid Submission Start Date :	**01-09-2026 17:00**
Bid Clarification Due Date :	**18-09-2026 17:00**
Bid Submission Due Date :	**22-09-2026 17:00**
Bid Opening Date :	**23-09-2026 10:30**
Price Bid Opening Date :	**23-09-2026 11:00**

B. Tender Attachments

NA

Instructions To Vendors

1. Instruction to Tenderers and General Terms and Conditions [PT/LT/ST] (B)

1. Department of Space
Laboratory For Electro-Optics System(LEOS)
Instruction to Tenderers and General Terms and Conditions
Public Tenders/ Limited Tenders / Single Tenders

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

3. 1.2 If 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 Tenderer's capability and capacity are found to be unsatisfactory,LEOS reserves the right to reject the bid, without assigning any reasons thereof

4. 1.3 Any neglect or omission or failure on the part of the Tenderer in obtaining necessary information

as stated above or in any other matter affecting the Tenderer shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid documents.

5. 1.4 All 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.

6. 1.5 At 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.

7. 1.6 All the bids in prescribed form enclosed with tender documents must be submitted before the time and date fixed for the receipt of offers as set forth in the tender document. 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.

8. 1.7 LEOS 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.

9. 1.8 Public Tender documents will also be uploaded on the ISRO website i.e. www.isro.gov.in Interested Tenderers may download the tender documents from website and submit their offers as per details mentioned in the Tender Notification.

10. 1.9 If the tender opening date happens to be on an unidentified Holiday due to any reason, including Force Majeure, tender(s) shall be opened on the next working day.

11. 1.10 Tenderers 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.

12. 1.11 Tenderers shall quote Prices in Indian Rupees Only for Stores offered by them in the Price Template.

13. 1.12 All available technical literature, catalogues, Original Equipment Manufacturer Certificate [OEM] and other data in support of the specifications and details of the items should be furnished along with the offer wherever necessary. Unsolicited documents received after Tender due date & time shall not be entertained.

14. 1.13 Samples, if called for, should be submitted free of charges by the Tenderers and LEOSshall 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 expense

15. 1.14 Approximate Net and Gross weight of the items offered shall be indicated in your offer. If dimensional details are available, the same should also be indicated in your offer

16. 1.15 Specifications: The description of the system in the documents supplied by the Tenderer along with the Bid shall be such as to ensure a clear understanding of the same and to permit its comparative evaluation. Stores offered should strictly confirm to 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. 1.16 All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, the amount quoted in words shall prevail over the amount mentioned in figures

18. 1.17 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. A bid valid for a shorter period shall be rejected by

Purchaser as non-responsive

19. 1.18 Laboratory 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. 1.19 Earnest Money Deposit [EMD]: a. The Tender should be accompanied with an Earnest Money Deposit [EMD] for a prescribed amount wherever called for in the covering sheet of Notice Inviting Tender [NIT]

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

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

23. 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

24. 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.

25. 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

26. g. In case of Public 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

27. 1.20 Micro 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.

28. 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.

29. 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.

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

31. 2.0 INSTRUCTIONS TO E-PROCUREMENT TENDERERS :
2.1 LEOS 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.

32. 2.2 Interested Tenderers may login to https://eproc.isro.gov.in and submit their offers via Online/internet only through the aforesaid website.

33. 2.3 No Tender fee shall be payable for submission of tender through e-procurement.

34. 2.4 Bid Securing Declaration: The Tenderers/Bidder have to sign a Bid Securing Declaration accepting that if the Tenderer[s] withdraw or modify their Bids during the period of validity, or if they are awarded the Contract and they fail to sign the Contract, or fail to submit a Security Deposit & Performance Bank Guarantee before the deadline stipulated in the request for Bid Documents, they will be suspended for the period of 2 years and such Tenderer[s] will not be eligible to submit Bids for future tenders

35. 2.5 Quote should be submitted in Single Part/Two Parts as specified in the Tender Enquiry.

36. 2.6 The 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].

37. 2.7 In 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 single PDF file without any price information.

38. 2.8 In case of Two Part Tender, Commercial Terms to be covered in the Part-1 [Technical Bid] are Delivery Terms, Delivery Period, Payment Terms (without mentioning the price or amount), Security Deposit for performance of Contract and Performance Bank Guarantee for 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.

39. 2.9 Prices 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

40. 2.10 The 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.

41. 2.11 GST/or Other Duties/Levies where leviable and intended to be claimed should be distinctly shown separately in the Tender

42. 2.12 For the Procurement/providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST.

43. 2.13 The document solicited from Tenderer should be submitted online. Document has to be submitted in PDF file(s) and attached online.

44. 2.14 Those Tenderers who are participating for the first time in e-portal of ISRO e-procurement, have to submit their request for Registration through Online portal. Such requests should 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.

45. 2.15 The Tenderers are requested to submit the Bids online at least two days prior to closing date to avoid last minute computer network related problems. Request for the extension of the due date will not be considered.

46. 2.16 Once the offer is submitted through online mode by the Tenderer, he will not be able to provide/submit a revised offer or make any alteration or change to the offer or any terms contained therein after the bid submission date.

47. 2.17 In case of Two-Part Public/Open Tender, the exact date and time of opening of Price Bid of successful Tenderers will be intimated later.

48. 2.18 The Part-1 [Technical Bid and Commercial Bid] opening date and time indicated is tentative. There may be changes/delay due to Network/ Computer Server related problems and the tender opening may get delayed by one or two days under such circumstances, the exact date and time of opening will be intimated later in case of Public or Open Tender

49. 2.19 All the Tenderers should regularly browse/check the e-mail/s being sent to them from e-procurement portal for initiating appropriate action or for any updates on the Tender.

50. 2.20 The Tenderer should submit along with his tender the Name of his Bankers, Account Number etc., mandatorily to Laboratory For Electro-Optics System(LEOS)

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

52. 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

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

54. 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.

55. 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

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

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

58. 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.

59. 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.

60. 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

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

62. 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.

63. 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.

64. 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

65. 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.

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

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

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

69. 2.0 Government of India Orders, Circulars and Guidelines: All relevant Orders, guidelines issued by Government of India from time to time shall be applicable for this tender.

70. 3.0 Transparency: Tenderers are free to ask Purchaser for clarifications on the Bidding/tender terms and conditions, process, etc., during the procurement process. All such queries and clarifications shall be sought for in writing via e-mail and sent to the officer authorized by the Purchaser to issue such clarifications, as may be required. No verbal request will be entertained.

71. 4.0 Prices: 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 hereinabove. 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.

72. 5.0 Price Variation for Long Term Contracts: Where Tenderer[s] quote delivery period beyond 18 months, the illustrative formula for Price Variation Clause [PVC] shall be referred under General Financial Rules [GFR], 2017, Appendix-11 [see Rule 225 [viii] [b]. It may please be noted that the formula for Price Variation is available on the Website.

73. 6.0 Goods and Service Tax:

74. 6.1 Government of India has implemented Goods and Services Tax [GST] w.e.f. 01.07.2017. The Tenderer[s] should mandatorily possess a valid GSTIN along with the GST Registration Certificate. Please send duly self-attested certificate of GST Registration along with offer[s], in the absence of which your offer[s] will be invalid and shall not be considered.

75. 6.2 HSN Code and applicable rate of GST: Laboratory For Electro-Optics System(LEOS), Bengaluru is eligible for Concessional GST under the following notifications:

76. 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% and SGST @2.5%
vide S.No. 243A [now 243B] Notification No. [6/2018] No. FD 48 CSL 2017, Bengaluru Dated 25.01.2018, as amended as Notification No.[24/2018] No. FD 48 CSL 2017, Bengaluru Dated 31 .12.2018 issued by Finance Secretariat, Government of Karnataka.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.

77. 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.

78. 6.3 The 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.

79. 7.0 Customs 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. Necessary exemption certificate will be issued for imported items only on receipt of purchase order copy placed with yours principal along with their invoice/ order acknowledgement, other than providing Customs Duty Exemption Certificate, no other charges will be borne by LEOS. CDEC shall be issued on written request along with copies of documents of import proof like AWB, import invoice, packing list, etc. However, clearance of consignment from Custom Authority shall be your responsibility

80. 8.0 Evaluation of Tenders:
8.1 The Evaluation/Loading criteria in respect of Payment Terms, Bank Guarantee towards free issue of materials [FIM], etc., having financial implications will be considered to arrive at L-1 status.

81. 8.2 In case of Ex-works offer within India, an additional one percent shall be loaded to arrive at the FOR Destination cost.

82. 9.0 Clarification regarding contents of the Bids:

83. 9.1 During evaluation and comparison of bids, the Purchaser may, at its discretion, ask the Tenderer for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.

84. 9.2 All responsive bids shall be evaluated with a view to select the lowest [L1] Tenderer who meets the qualification criteria, techno- commercial aspects and shall be compared on a common platform on the basis of total evaluated cost of each offer which will be arrived at by adding the basic price as well as other charges, and all statutory levies/taxes/duties. Maintenance charges shall be taken into

account if
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.

85. 9.3 Purchaser 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.

86. 9.4 If a Tenderer quotes NIL charges/consideration in case of Service contracts, the bid shall be treated as unresponsive and will not be considered

87. 9.5 Evaluation of the bids shall not be done on the basis of conditional discounts.

88. 9.6 Purchaser 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.

89. 9.7 Purchaser reserves the option to increase/decrease the quantity to the extent of 25% of the tendered quantity.

90. 9.8 Purchaser 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.

91. 9.9 Purchaser also reserves the right to reject any offer in the event of non-compliance to tender terms and conditions.

92. 9.10 Tenderers 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.

93. 9.11 The 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.

94. 10.0 Payment Terms:
10.1 All payments are subject to permissible legal deductions from the contract price as per the Contract. All payments shall be released only after successful and satisfactory completion of quantum and type of work, specified for respective activity. All payments shall be directly made by the Purchaser to the Tenderer

95. 10.2 All interim payments made shall be regarded as payments by way of advance against the final payment only, and not as payment for work actually completed and shall not preclude defective/imperfect/incomplete work to be removed. It will not be considered as an admission on the part of the Purchaser of the due performance of Contract or any part thereof nor shall it preclude, determine or affect in any way the powers of the Purchaser to determine the quality and quantity of work and issue such directions, as may be necessary to the Contractor.

96. 11.0 Terms of Payment
11.1 The Contractor[s] Bill will be processed for payment only after the Stores have been received, inspected and accepted by the Purchaser. Normally payment will be made for the accepted Stores within 30 days from the date of Receipt and Acceptance of the Material at Laboratory For Electro-Optics System(LEOS).

97. 11.2 For any Services, payment will be made after satisfactory completion of the services and certification to that effect from the Purchaser.

98. 11.3 For any Services, payment will be made after satisfactory completion of the services and certification to that effect from the Purchaser.

99. 12.0 Bank Guarantee:

100. 12.1 Performance 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 3% of the Contract value (Including GST) 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. In case any increased percentage of performance security is mentioned in special terms and conditions the same will prevail over general terms and conditions.

101. 12.2 Security 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 3% of the Contract value (Including GST) to ensure due Performance of theContract. 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 In case any increased percentage of performance security is mentioned in special terms and conditions the same will prevail over general terms and conditions.

102. 12.3 Performance Bank Guarantee [PBG]
The Contractor shall execute Performance Bank Guarantee for 3% value of the Contract value (Including GST) for fulfilment of Warranty obligations. The PBG shall be executed as per our specimen. The PBG shall be executed & submitted to LEOS before claiming payment. In case any increased percentage of performance security is mentioned in special terms and conditions the same will prevail over general terms and conditions.

103. 12.4 The Contractor shall submit either (a) Performance Security OR (b) Security Deposit & Performance Bank Guarantee as mentioned above

104. 12.5 The Performance Security/Security Deposit/Performance Bank Guarantee may either be furnished in the form of an Insurance Bond, 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.

105. 12.6 In the event the work is not completed within the stipulated period, the contractor shall get the Performance Security/Security Deposit be extended.

106. 12.7 The Bank Guarantee shall be executed on a Non-judicial stamp paper of Rs.200 or more value as per Specimen.

107. 12.8 The 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.

108. 12.9 Adherence to this clause is compulsory or otherwise, the Tender will be rejected

109. 12.10 In the event the Contractor fails to furnish the Performance Security/Security Deposit within 20 Days as stipulated herein above, 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.

110. 12.11 Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of Performance Security, and instead, an Indemnity Bond shall be executed by them in lieu of Performance Security.

111. 12.12 Bank Guarantee towards Free Issue Materials (FIM):
a. The successful Tenderers shall furnish Bank Guarantee (BG) towards the cost of Free Issue Materials issued by 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.

112. 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.

113. 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.

114. 12.13 The 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:

115. Name of the Beneficiary Laboratory For Electro-Optics System(LEOS) Beneficiary Bank Name STATE BANK OF INDIA Beneficiary Branch IFS CODE: SBIN0003024 Beneficiary Branch Name SME BRANCH, Bank Address STATE BANK OF INDIA, 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.

116. 13.0 Packaging:The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The Purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the
Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

117. 14.0 High Sea Sale:
Tenderers submitting offer[s] against High Sea Sale Trade shall not be considered.

118. 15.0 Guaranteed Time of Delivery:
15.1 Delivery period shall be specified in Tender. In case the tender calls for installation then the Tenderers shall mention the schedule for supply and installation separately. Time required for installation post supply shall be clearly defined to avoid any lag period between supply and installation/commissioning.

119. 15.2 The date of delivery of the stores stipulated in the Purchase Order/Contract shall be deemed to be the essence of the Purchase Order/Contract and delivery must be completed on or before the specified dates. In case of failure, Purchaser reserves the right to terminate/cancel the Order/Contract at his discretion

120. 15.3 Where 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

121. 15.4 For items having shelf life, those with maximum shelf life should be supplied if order is placed

122. 15.5 The 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.

123. 16.0 Mode of Dispatch: RAIL/ROAD

124. 17.0 Ultimate Consignee: Purchase & Stores Officer [Stores] GOVERNMENT OF INDIA DEPARTMENT OF SPACE , LABORATORY FOR ELECTRO-OPTICS SYSTEMS (LEOS-ISRO), 1st STAGE, 1st CROSS, PEENYA INDUSTRIAL ESTATE, BANGALORE -560 058 (INDIA)

125. 18.0 Insurance of the Stores.No Insurance is required at LABORATORY FOR ELECTRO-OPTICS SYSTEMS (LEOS-ISRO),] 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.

126. 19.0Inspection and Acceptance Tests.

127. 19.1 The 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.

128. 19.2 For tests conducted at the premises of the Contractor or any of his sub-contractors, the Contractor shall provide free of cost assistance, Labour, Materials, Electricity, Fuel and Instruments as may be required or as may be reasonably needed by the Purchaser's representative to carry out the tests efficiently.

129. 19.3 When 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.

130. 19.4 Inspection/Test/Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any inspection by Lloyds or any other Third Party Agency is considered necessary, it shall be arranged by Contractors on the instructions of the Purchaser.

131. 19.5 Pre-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.

132. 20.0 Acceptance of Stores.:
20.1 The 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.

133. 20.2 It is expressly agreed that the acceptance of the Stores contracted for is subject to final approval by the Purchaser, whose decision shall be final.

134. 20.3 If, in the opinion of the Purchaser, all or any of the Stores that do not meet the performance or quality requirements specified in the Purchaser Order, they will be rejected and the decision as to the rejection by the Purchaser shall be final and binding on the Contractor.

135. 20.4 If the whole or any part of the Stores supplied are rejected the Purchaser shall be at liberty, with or without notice to the Contractor, to Purchase in the open market at the expense of the Contractor, Stores meeting the necessary performance and quality contracted for in place of those rejected, provided that either the Purchaser or the agreement to Purchase from another supplier is made six months from the date of rejection of the Stores as aforesaid

136. 20.5 Instruction/Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents/ correspondence should be in English language only.

137. 21.0 Contractor[s] Default Liability:
21.1.The Purchaser upon a written notice of default to the Contractor, shall be entitled to terminate the Contract by giving 30 days prior notice, in whole or in part, at the sole risk and cost of the Contractor, in circumstances detailed hereunder:- a.If in the judgment of the Purchaser, the Contractor fails to make delivery of Stores within time specified in the Contract/Agreement or within the period for which extension has been granted by the Purchaser to Contractor b.If in the judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this Contract.

138. 21.2 In the event of Purchaser terminating the Contract in whole or in part thereof, as provided hereinabove, the Purchaser reserves the right to purchase, upon such terms and in a manner as he may deem appropriate, Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar Stores, and/or for Liquidated Damages for delays as defined in Clause
25.0 until such reasonable time as may be required for the final supply of Stores.

139. 21.3 If 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.

140. 21.4 In 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

141. 22.0 Replacement.If the Stores or any portion thereof, is damaged or lost during the transit, the Purchaser shall give notice to the Contractor setting forth particulars of such Stores damaged or lost during transit. The replacement of such Stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores.

142. 23.0 Rejection. If the Stores supplied by the Contractor are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specification, the Purchaser shall either reject the Stores or request the Contractor in writing to repair, rectify, replace the same. The Contractor, on receipt of such notification shall either rectify or replace the defective Stores free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may either:-

143. a.Repair, Replace or rectify such defective Stores and recover extra cost so involved from the Contractor; or b.Terminate the Contract for default as provided under Clause 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.

144. 24.0 Force Majeure.
24.1 Neither 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 rovisions of the Purchase Order/Contract], ifthe 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

145. 24.2 The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 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.

146. 24.3 Any Certificate issued by the Chamber of Commerce or any other competent authority or organization shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carryout complete or partial performance of an obligation for more than 60 days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability

147. 24.4 The Force Majeure condition is applicable only to the prime Contractor and Purchaser.

148. 25.0 Delay in Completion/Liquidated Damages

149. 25.1 The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof 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.

150. 25.2 In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such Stores shall be received without prejudice to the right of the Purchaser to claim Liquidated Damages and without prejudice to the terms and conditions of the Purchase Order/Contract

151. 26.0 Erection of Plant, Machinery and Installation of Software

152. 26.1 Wherever Erection of Plant or Machinery and Installation of Software is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the Erection and Installation of the Software as and when called upon to do so within the period specified by the Purchaser, the Purchaser shall have the right to get the Erection and Installation of the Software etc., done through any source/agency of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the Purchaser is liable to incur towards erection. The Contractor, shall, however, not be entitled to any gain/payment due to such an action by the Purchaser.

153. 26.2 If it appears to the authorised representative of the Purchaser that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior quality or description, or that any materials or articles procured by the tenderer for the execution of the work are of unsound quality or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the tenderer shall on demand in writing within 03 Months of the completion of the work from the said Authorised Representative
notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require remove the materials or articles so specified and provide other proper and suitable materials or articles at its own cost. In the event Tenderer fails to rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of, as the case may 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.

154. 27.0 Standard Warranty/Guarantee

155. 27.1 All products/stores supplied against the bid shall be of high reliability and shall carry comprehensive free of cost warranty. The Contractor shall guarantee and certify that the Stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. The Purchaser expects the stores to be highly reliable which would result in lower maintenance and repair cost.

156. 27.2 Guarantee for the period as indicated in the tender documents shall be after acceptance of the Stores. If any defects are discovered, therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, Contractor shall remedy such defects at his own cost provided, he is called upon to do so within a period of 12 months from the date of Acceptance thereof, by the Purchaser who shall state in writing in what respect the Stores or any part thereof, are faulty.

157. 27.3 If in the opinion of the Purchaser, it becomes necessary to repair, replace or renew any defective Stores, such repair, replacement or renewal shall be made by the Contractor 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.

158. 27.4 If Contractor fail to rectify the defects, the Purchaser shall have right to reject or repair or replace, at the cost of the Contractor the whole or any portion of the defective Stores. The warranty for such replaced/ repaired items/stores shall be for 12 months from the date of handing over of such replaced/repaired stores in complete and satisfactory condition to the Purchaser.

159. 27.5 The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof, on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 Months or as 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.

160. 27.6 All the replacement Stores shall also be guaranteed for a period of 12 months from the date arrival of Stores at Purchaser's site.

161. 27.7 Even while the 12 months guarantee applies to all Stores in case where a greater period is called for by our Specifications then such a specification shall apply, in such cases the period of 12 months referred to in Clause 27 shall be the asked for guarantee period plus 2 Months.

162. 28.0 Termination:

Under the normal circumstances, Termination/Short Closing of the Purchase Order/Contract is not foreseen. However, the Purchaser reserves the right to terminate the Contract in whole or in part by giving 30 days prior notice under any of the following circumstances:
a.For repeated non-performance in the execution of Purchase Order/Contract.
b.If the Contractor fails to deliver the final Product within the stipulated delivery schedule or any extension thereof, granted by 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.

163. 29.0 Parallel Contract. Purchaser reserves the right to enter into Parallel Contract/s with one or more Contractors for procurement of Stores or any portion thereof that is covered by this Contract.

164. 30.0 Subletting/Assignment of the Contract.The Contract shall not be sublet, transferred or assigned to any other third party firm/agencies /person, etc., without the prior written permission of Purchaser. In case of violation of this clause, the Service Provider/Contractor shall be solely responsible for any legal action besides termination of Contract.

165. 31.0 Secrecy. The technical information, drawings, specifications and other related documents provided by the Purchaser and forming part of the Contract are the property of Purchaser and shall not be used or disclosed for any other purpose, except for execution of the Contract. All rights, including rights in the event of grant of patent and registration of designs are reserved in favour of the Purchaser. The technical information, drawings, specifications, records and other documents provided by the Purchaser shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/ or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchaser'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.

166. 32.0 Dispute resolution between the buyer and the seller / service provider

. i.In the event of any conflict or dispute arising out of or in connection with the Contract placed through EGPS, the Parties shall endeavour to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Procuring entity or any other person as authorized by the Procuring entity.

ii.If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall be dealt with in accordance to Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

iii.The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.
. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.

167. 33.0 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

168. 34.0 Language and Measures.All documents pertaining to the Contract including specification schedule notices, correspondence, operating and maintenance instruction drawings or any other writing shall be written in English language only. The metric system of measurement shall be used exclusively in the Contract. Any document originally in a language other than English must be accompanied with certified
English translation and the same shall be considered for evaluation.

169. 35.0 Applicable Law and Jurisdiction. The Contract shall be interpreted, construed and governed by the Laws of India and the Courts in Bengaluru City alone shall have exclusive jurisdiction in this regard, to the extent permissible under the Arbitration and Conciliation Act,1996 and subsequent Amendment, if any. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected

170. 36.0 Indemnity. The Contractor shall warrant and deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any third party Patent, Copy Right or Trademark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement of any third party right protected by Patent, Registration of the design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the Contract. The Contractor shall indemnify and keep indemnified the Purchaser against payments to be made under and for the observance of the applicable laws without prejudice to his right to claim indemnity from his sub-contractors, if any.

171. 37.0 Counter Terms & Conditions.Where counter terms and conditions printed or cyclostyled condition have been offered by the supplier as part of its bid, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof, is obtained and incorporated into the Agreement to be entered into between the Parties, upon award of the Tender/Contract.

172. 38.0 Security Interest.On each item to be delivered under this Contract, including an item of work in progress in respect of which payment have been made in accordance with the Terms of the Contract. Purchaser shall have a Security Interest in such items which shall be deemed to be released only at the time when the applicable deliverable items is finally accepted and delivered to the Purchaser in accordance with the terms of Contract. Such Security Interest of the Purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any other entity.

173. 39.0 Training.The Contractor shall, if required by the Purchaser, provide facilities for the Practical Training of Purchaser's Engineering or Technical Personnel from India and for their active association on the manufacturing process throughout the manufacturing period of the Contract/Stores, number of such personnel to be mutually agreed upon.

174. 40.0 Purchase 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.

175. 41.0 Risk Purchase.
41.1 In 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.

176. 41.2 Risk 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.

177. 42.0 Fall Clause.
42.1 The Price[s] charged for the Stores/Services supplied under the Contract by the Contractor shall be no event exceed the lowest price at which the Contractor sells the Stores/Services or offer to sell the Stores/Services of identical description to any Person[s], Firm, Party, Organisation[s] including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central/State Government as the case may be during the period till the performance of all supply orders placed during the currency of the Contract is completed.

178. 42.2 If at any time during the said period, the Contractor reduces the sale price, sells or offers to sell such Stores/Services to any person[s], Organisation[s], including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale 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.

179. 43.0 Limitation of Liability

180. 43.1 The remedies stated in the Contract are exclusive and in no event shall the Contractor be liable for any, special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the contract, the Contractor's total liability to the Purchaser, whether in Contract shall not exceed the total amount paid to the Contractor under the Contract

181. 43.2 The Purchaser shall be under no obligations to accept the lowest or any tender and reserve the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Tenderer[s] shall supply the same at the rates quoted.

182. 43.3The 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.

183. 44.0 Buy Back Offer. Wherever it is considered necessary, the Quotation shall be given separately with Buy-Back Offer and also without Buy-Back Offer so as to enable Purchaser either to Trade or not to Trade the item while purchasing the new one.

184. 45.0 Rejection of Bids Canvassing by the Tenderer in any form, unsolicited letter and post-tender correction may invoke summary rejection of Bids. Conditional Tenders will be rejected. The Tenderer shall not impose any conditions on the bid i.e. the bid must be unconditional.

185. 46.0 Conditional Discount Offer.Conditional Discounts Offers will not be considered.

186. 47.0 Splitting of Order[s] The Volume/Quantity for certain specialized nature of jobs is considerably large and it is necessary the orders are split with more than one party in order to ensure timely delivery/services. Purchaser reserves right to split the Purchase Orders to more than one party. However, every effort will be made to bring the Commercial aspect including price of the parties on a single common platform. This is aimed at providing equal opportunity for the parties while taking the decision.

187. 48.0 Changes in the Name and Address of the Supplier. In the event of Change in Name and Address of Tenderer/Contractor, Documentary Proof issued by the Appropriate Government Authorities shall be produced for making such change in the Contract and its procedures, in the absence of which PO/Amendment/Payment will not be released.

188. 49.0 Annual Maintenance Contract [AMC]/Extended Warranty:

189. 49.1 Tenderers are requested to quote separately towards Annual Comprehensive Maintenance Service/Extended Warranty and Non-Comprehensive Maintenance besides attending to unlimited Break-Down calls wherever specification calls for after expiry of Standard Warranty

190. 49.2 Payment 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

191. 49.3 Payment 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

192. 49.4 In 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

193. Government Policies & guidelines
50.0 Start-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.

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

195. 51.1. Works means all works as per Rule 130 of GFR- 2017 and will also include turnkey works

196. 52.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted bythe Department for Promotion of Industry and Internal Trade (DPIIT), Government of India

197. 52.2 Bidder (including the term Tenderer consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

198. 52.3 Bidder from a country which shares a land border with India for the purpose of this order means:
i. An entity incorporated,established or registered in such a country; or
ii. A subsidiary of an entity incorporated, established or registered in such a country; or
iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
iv. An entity whose beneficial owner is situated in such a country; or
v. An Indian (or other) agent of such an entity; or
vi. A natural person who is a citizen of such a country; or
vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

199. 52.4 The beneficial owner for the purpose of 53.3 above will be as under:

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

management rights or shareholders agreements or voting agreements;

201. 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;

202. 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;

203. 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;

204. 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

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

206. 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.

207. 52.5 Model 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.

208. 52.6 Model Certificate for Tenders for Works involving possibility of sub-contracting :
I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India or sub-contracting to 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.

209. 53.0 Government e-Market place [GeM]
53.1 In 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.
53.2 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

210. 54.0 Code of Integrity in Public Procurement; Misdemeanours and Penalties

211. 54.1 Code of Integrity :
Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts

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

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

214. 3) Anti-competitive practice any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;

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

216. 6) Obstructive practice materially impede procuring entitys investigation into allegations of one or

more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entitys rights of audit or access to information;

217. 54.2 Obligations for Proactive Disclosures:
1)Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
2) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

218. 54.3 Misdemeanours and Penalties :
The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts

219. 1) commits any of the following misdemeanours

220. (a) violates the code of Integrity or the Integrity Pact if included in the Tender/ Contract;

221. (b)any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide byBid Securing Declaration.

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

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

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

225. 54.4 Penalties for Misdemeanours. Without prejudice to and in addition to the rights of the

Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following.

226. 54.4.1 if his bids are under consideration in any procurement 1)Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security. 2)calling off of any pre-contract negotiations, and; 3)rejection and exclusion of Bidder from the Tender Process

227. 54.4.2 if a contract has already been awarded 1)Termination of Contract for Default and availing all remedies prescribed thereunder; 2)Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement; 3)Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate;

228. 54.4.3 Remedies in addition to the above:In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:
1)File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
2)Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
4)Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
5)Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entitys legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred:

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

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

231. No Claim Certificate

232. [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]

233. (PRINT ON COMPANY LETTER HEAD)

SELF DECLARATION CERTIFICATE

Ref: BHELs RFQ No---------- Dated ----------

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

Date: _ Bidders Signature with Seal

234. (PRINT ON COMPANY LETTER HEAD)

Ref: RFQ No.----------

_ Dated _

" I have read the clause regarding restrictions on procurement from a bidder of a country which

shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]'.

Date:----------

Bidders Signature with Seal

C. Bid Templates

C.1 Technical Bid - Tape cartridges

1. LTO Cartridge: LTO-9 Data cartridge

Item specifications for LTO Cartridge: LTO-9 Data cartridge

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Tape technology	LTO Ultrium-9(Generation-9) Data cartridge	Yes / No / Explain		
2	Product	Product name to be specified during bidding and OEM product datasheet to be submitted	Yes / No / Explain		
3	Media type	Rewritable Data Cartridge(RW)	Yes / No / Explain		
4	Compatibility	Compatible with Dell ML3 tape library and standard LTO-9 tape drives	Yes / No / Explain		
5	Cartridge Condition	Factory sealed, brand new and unused	Yes / No / Explain		
6	Packaging	Individual protective case with OEM packaging	Yes / No / Explain		
7	Warranty	OEM standard warranty	Yes / No / Explain		

2. LTO Cartridge: Barcode labels

Item specifications for LTO Cartridge: Barcode labels

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Barcode labels	Best and high quality coloured barcode labels to be supplied with minimum 50 labels for data cartridges	Yes / No / Explain		

Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Supply conditions	The supplied media shall be fully compatible with the existing Dell ML3 LTO-9 tape library without requiring any hardware or firmware modification. In case of any compatibility issue, the bidder shall replace the media at no additional cost.	Yes / No / Explain		
2	Acceptance criteria	The supplied cartridges shall: 1) Be recognized without errors by the existing LTO-9 table library. 2) Pass initialization and write/read verification. 3) Barcode labels shall be readable by the library robotics without manual intervention	Yes / No / Explain		
3	Payment terms	Payment will be done after the supply and acceptance by the department	Yes / No / Explain		

Supporting Documents required from Vendor

1. OEM product datasheet

2. Land Border Sharing Declaration

3. Commercial Terms compliance

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	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	
2	Delivery Terms [Indigenous Supply]: Tenderer[s] is requested to quote the Price[s] [Basic Price of item, Packing, Forwarding and Freight, Insurance and Handling Charges, Unloading the Goods, if any] up to LEOS Stores / LEOS Aryabhata Building, Bengaluru.	Yes / No / Explain	
3	Delivery Date/Completion Date: Within 4 Weeks from the date of PO Acknowledgement	Yes / No / Explain	
4	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	
5	Insurance Coverage if any	Yes / No / Explain	
6	Mode of Despatch (Air/Road)	Yes / No / Explain	
7	Whether Export Licence Required, (please Specify in your bid)	Yes / No / Explain	

8	Payment Terms.: Our Standard Payment Terms is 100% payment within 30 days after Receipt and Acceptance of Stores at LEOS. Advance Payment will not be considered.	Yes / No / Explain	
9	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	
10	Agency Commission if any:Tenderer[s] shall mention the percentage [%] of Agency Commission included in the quoted Price payable to the Indian Agent in equivalent Indian Rupees on the basis of TT buying rate of exchange prevailing on the date of placement of Purchase Order.	Yes / No / Explain	
11	Performance Bank Guarantee:The Contractor shall execute Performance Bank Guarantee for 3 percent 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 approved by RBI. The PBG shall be executed on a Non-Judicial Stamp Paper of Rs. 300/- 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	

12	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/Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from Nationalized Bank/Scheduled Bank approved by RBI. The Security Deposit shall be executed on a Non-Judicial Stamp Paper of Rs. 300/- 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	
13	Warranty/Guarantee: Items shall be warranted for a period of 1 year . 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	

14	Liquidated Damage: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed 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	
15	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	

16	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 an FAT	Yes / No / Explain	
17	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	
18	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	

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

20	Arbitration: b) For Overseas Supplier: In the event of any dispute or difference arising out of or in connection with this Purchase Order, such dispute or difference shall be settled amicably by mutual consultants or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules & 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	
21	Arbitration: c) For Public Sector Undertakings: In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in the Department of Public Enterprise under the Permanent Machinery for Arbitration. Non Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.	Yes / No / Explain	
22	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	

23	Validity : The Bid and the prices quoted shall remain valid for 90 days for Single Part Tender. In case of Two Part Tender, bid validity shall remain valid for 120 days from the date of opening Part-1 and 90 days from the date of opening of Part-2 bid. Adherence to this clause is compulsory or otherwise, the Tender will be rejected.	Yes / No / Explain	
24	No. of Shipments allowed : One Only	Yes / No / Explain	
25	Company postal address along with Email ID and PH No. and Name of Suppliers Banker & Account Number with IFSC code	Yes / No / Explain	
26	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	
27	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	

28	In this tender either the Indian agent on behalf of the principal/OEM or the principal /OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorisation letter obtained from their principals/manufacturers. 2.If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection.	Yes / No / Explain	
29	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	
30	If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection	Yes / No / Explain	
31	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	
32	In case the bidders propose any other payment terms in deviation with the standard terms mentioned in the tender enquiry, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison	Yes / No / Explain	

33	ii.False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general Financial Rules along with such other actions as may be permissible under Law. A supplier who has been debarred by any procuring entry for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed.	Yes / No / Explain	
34	Product Scope shall offer only standard and catalogued product for Equipment / Spares Cards / assemblies. If the above offered Equipment / Cards / Assemblies are under development / to be developed the bid will not be considered.	Yes / No / Explain	
35	Taxes : Government of India has implemented Goods and Services Tax [GST] w.e.f 01.07.2017. The Tenderer[s] should mandatorily posses a valid GSTIN along with the GST Registration Certificate. Please send duly self attested certificate of GST Registration along with offer[s], in the absence of which	Yes / No / Explain	
36	The declaration regarding the proposed procurement is for Satellite or for its payload will be mentioned specifically in our Purchase Order. Successful Tenderers should consider 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. and also Confirm the applicable GST without Concessional certificate	Yes / No / Explain	
37	Indicate the applicable HSN code/s for the quoted item/s :	Yes / No / Explain	

38	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.	Yes / No / Explain	
39	Specify / Mention the Country of Origin of quoted items. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.	Yes / No / Explain	
40	Tenderers shall quote Prices in Indian Rupees Only for Stores offered by them in the Price Template. otherwise the Tender will be rejected.	Yes / No / Explain	
41	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	
42	Provide compliance and Details for Above General terms and conditions which is attached as a separate sheet in a document folder.	Yes / No / Explain	

43	Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned 2 / 13 Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L1 is not an MSE and MSE Seller (s) has/have quoted price within L1 plus 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021 PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.	Yes / No / Explain	

44	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 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 successful supplier, . Suppliers may note that LEOS is not responsible for any incidental charges incurred towards late/ non-submission of CDEC.	Yes / No / Explain	
45	Detailed Supplier BANK Details (Name of Suppliers Banker & Account Holder name , Account Number with IFSC code)	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	LTO Cartridge: LTO-9 Data cartridge	40.00 Nos.		-		
2	LTO Cartridge: Barcode labels	1.00 Sets		-		