

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
MASTER CONTROL FACILITY (MCF)
HASSAN**

Tender for Supply of Ext. C band Up-converter

Bids to be submitted online

Tender No.: MCF/PURCHASE-01/MC202400001801 dated 21-06-2024

A. Tender Details

Tender No :	MCF/PURCHASE-01/MC202400001801
Tender Date :	21-06-2024
Tender Classification:	GOODS
Purchase Entity :	PURCHASE-01
Centre :	MASTER CONTROL FACILITY (MCF)

Supply of Ext. C band Up-converter

1. This is an E-tender. Hence, correspondence through postal/fax/e-mail shall not be accepted.
2. Interested tenderers may, at their option, login to <https://eproc.isro.gov.in/EProcInternetPortalStage/home.html> in for registration under new vendor registration option in vendor login and submit offers. Vendor registration process and other related information is available under vendor information.
3. No Tender fees applicable.
4. Any clarification with respect to this tender shall be raised through clarification window in the portal. No e-mail enquires shall be entertained.

A.1 Tender Schedule

Bid Submission Start Date :	21-06-2024 17:30
Bid Clarification Due Date :	05-07-2024 14:00
Bid Submission Due Date :	17-07-2024 16:30
Bid Opening Date :	18-07-2024 10:00
Price Bid Opening Date :	22-07-2024 10:00

B. Tender Attachments

Technical Write-up/Drawings

Document : compliance

Document : specification

Instructions To Vendors

1. Terms and Conditions - Indegenious

1. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer as attachments for which provision is made.

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

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

(d) Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations as attachment. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

2. ACCEPTANCE OF STORES:

(a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.

(b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

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

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 11 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to

purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

3. ARBITRATION:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre - Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be "English" only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

4. COUNTER TERMS AND CONDITION OF SUPPLIERS:

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

5. DEFINITIONS:

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

(b)The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.

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

(d)The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

6. DELIVERY:

(a)The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed

to be the essence of the Contract and delivery must be completed on or before the specified dates.

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

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a maximum of 10%, or

(ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorize the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

(c) In the event of action being taken under sub-clause (ii) & (iii) of clause 23 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

7. DESPATCH:

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.

8. ERECTION OF PLANT & MACHINERY:

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

9. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by

the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 23 thereof.

10. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of 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 sufficiency of all means used by him for the fulfillment of the contract.

11. MODE OF PAYMENT:

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

12. PACKING FORWARDING & INSURANCE:

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

13. PAYMENT:

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

14. PRICES:

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

15. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the

balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

16. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

17. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in the form of Insurance Surety Bonds, Account Payee Demand Draft, FDR, or online payment in an acceptable form, as the Purchaser may determine, security deposit not exceeding three percent (3%) of the value of the Contract as the Purchaser shall specify. Such deposits shall be interest free. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 23 (b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

(a) Security Deposit of three percent (3%) of Purchase Order value is applicable, if PO value exceeds Rs. 500000/-. Same shall be submitted within 15 days from the date of award of PO/Contract.

18. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

19. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the dispatch documents

20. The minimum validity of the tender shall be as follows:

(a) Public Tender/Global Tender (Two-Part) - 120 days from the date of Tender Opening (Part-I) and 60 days from the date of opening of Part-II.

(b)Limited Tender (Two-Part) - 120 days from the date of Tender Opening (Part-I) and 60 days from the date of opening of Part-II.

(c)Open/Public Tender (Single Part) - 90 days from the date of Tender Opening.

(d)Limited Tender (Single Part) - 90 days from the date of Tender Opening.

21. WARRANTY/GUARANTEE & REPLACEMENT:

(a)The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

(b)For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within reasonable period from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

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

(d)Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

(e)The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any 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.

(f)To fulfil guarantee conditions outlined in clause 7 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) in the form of Insurance Surety Bonds, Account Payee Demand Draft, FDR, or online payment in an acceptable form, for an amount equivalent to three percent (3%) of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

(g)All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.

(h)Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 7 (b) & (c) shall be the asked for guarantee period plus two months.

2. Instructions to Tenderes - Indigenous

1. a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer as attachments for which provision is made.

- b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.
- c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer and the same is attached.
- d) Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations as attachment. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

2. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

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

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

5. Taxes and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown in the relevant fields of Price Bid.

6. Tenders should be submitted online and follow the activities as per the schedule.

7. The authority of the person signing the tender, if called for, should be produced.

8. The minimum validity of the tender shall be as follows:

- a) Public Tender/Global Tender (Two-Part) - 120 days from the date of Tender Opening (Part-I) and 60 days from the date of opening of Part-II.
- b) Limited Tender (Two-Part) - 120 days from the date of Tender Opening (Part-I) and 60 days from the date of opening of Part-II.
- c) Open/Public Tender (Single Part) - 90 days from the date of Tender Opening.
- d) Limited Tender (Single Part) - 90 days from the date of Tender Opening.

9. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up

to 25% of the quantity offered by them at the rates quoted.

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

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

3. Exemption - Customs Duty

1. MCF is eligible for availing Customs Duty Exemption under Notification No. 51/96 for imported components. The applicable Basic CD as of now is 5% + 10% Social welfare charges on CD i.e. nett CD is 5.5% under the scope of this Tender. Bidders shall include CD amount in the unit price in case of INR quote and need not to indicate the CD percentage against Custom Duty field in price bid.

2. If Custom Duty@5.5% is added in unit price, request for Customs Duty Exemption Certificate shall be mentioned in remarks column of price bid.

4. Terms & Conditions - Import

1. APPLICABLE LAW:

The Contract shall be interpreted, construed and governed by the laws of India.

2. ARBITRATION:

If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expense of the arbitrators and umpire shall be paid as may be determined by them, the venue of such arbitration should be in India.

3. BANK CHARGES:

While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

4. CONSIGNEE:

Purchase & Stores Officer (Stores), Master Control Facility, Salagame Road, Hassan 573 201, Karnataka State, India.

5. CONTRACTOR'S DEFAULT LIABILITY:

The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

- i. If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- ii. If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

6. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

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

7. DEFINITIONS:

The term 'Purchaser' shall mean the President of India or his successors or assignees.

The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the Contract.

The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.

The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

8. DELAY IN COMPLETION / LIQUIDATED DAMAGES:

If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

9. DEMURRAGE:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within

10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.

10. EXTENSION OF TIME:

If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

11. GUARANTEED TIME DELIVERY:

The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

12. IMPORTANT LICENCE:

Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide para 3.2

13. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any patent, copyright or trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

14. INSPECTION AND ACCEPTANCE TEST:

- i. The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on 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 for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.
- ii. For tests on the premises of the Contractor or of any of his sub- Contractors, the Contractor shall provide free of cost assistance, labour, material, 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.
- iii. When the stores have passed the specified test, the purchaser's representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.

15. INSURANCE OF THE STORES:

The necessity or otherwise of insurance will be as indicated in the Purchase Order.

16. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of stores.

If this Contract is terminated as provided in Clause 14 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 clauses in the manner and as directed by the Purchaser:

Any completed stores.

Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

In the event the Purchaser does not terminate the Contract as provided in Clause 14, 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 19 until the stores are accepted.

17. LANGUAGE AND MEASURES:

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

18. MODE OF DESPATCH:

Generally, stores should be despatched through Indian Flagged Vessel or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.

19. PACKING:

The Contractor wherever applicable shall pack and crate all stores for sea / air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.

The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well

as the expected date of arrival of such shipment at the designated port of arrival.

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

Transshipment of equipment shall not be permitted except with the written permission of the purchaser.

Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments:

Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)

Invoice (3 copies)

Packing List (3 copies)

Test Certificate (3 copies)

Certificate of Origin.

The Contractor shall also ensure that one copy of the packing list is enclosed in each case.

20. PORT OF ENTRY:

PORT OF ENTRY: AIR FREIGHT TO KEMPEGOWDA INTERNATIONAL AIRPORT, BENGALURU
SEA FREIGHT TO CHENNAI PORT

21. PRICES:

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

22. REJECTION:

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or terminate the Contract for default as provided under clause 14 above, or acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

23. REPLACEMENT:

If the stores or any portion thereof is damaged or lost during 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. In case the purchaser agrees, the price towards replacement

items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

24. REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:

The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

25. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, in the form of Insurance Surety Bonds, Account Payee Demand Draft, FDR, or online payment in an acceptable form, as the Purchaser may determine, security deposit not exceeding three percent (03%) of the value of the Contract as the Purchaser shall specify. Such deposits shall be interest free. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

Security Deposit of three per cent (03%) of Purchase Order value is applicable, if PO value exceeds Rs. 500000/-. Same shall be submitted within 15 days from the date of award of PO/Contract

26. SECURITY INTEREST:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments 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 item is finally accepted and delivered to the purchaser in accordance with the terms of the 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 entity.

27. SHIPPING MARKS.

The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follow:

PURCHASE ORDER NO.: DATE:

GOVERNMENT OF INDIA, DEPARTMENT OF SPACE

MASTER CONTROL FACILITY

SALAGAME ROAD

HASSAN 573 201, KARNATAKA STATE, INDIA

DESTINATION: HASSAN, INDIA

28. TERMS OF PAYMENT:

Being a Department of the Government of India, the normal terms of payment are by Sight Draft.

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

The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents:
90% Payment against Sight Draft or L/C payment. Balance 10% after receipt and acceptance of stores at MCF-Hassan.

Original Bill of Lading / Airway Bill

Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.

Packing List showing individual dimensions and weight of packages.

Country of Origin Certificate in duplicate.

Test Certificate.

Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.

Warranty and guarantee Certificate/s vide Clause 20 herein below

29. TRAINING:

The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel from India and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores, number of such personnel to be mutually agreed upon

30. WARRANTY/GUARANTEE & REPLACEMENT:

The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.

For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within reasonable period from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any parts thereof are faulty.

If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals shall be made by the Contractor free of all costs to the purchaser, within reasonable period/as instructed in PO/Contract, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

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

To fulfill warranty/guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at

the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) in the form of Insurance Surety Bonds, Account Payee Demand Draft, FDR, or online payment in an acceptable form, approved by the purchaser for an amount equivalent to three percent (3%) of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

All the replacement stores shall also be warranted/guaranteed for a period of 12 months from the date of arrival of stores at purchaser's site.

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, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

5. Instruction to Tenderers - Import

1. A Proforma Invoice may be given which should contain the following information (Send the Proforma Invoice in a sealed cover super-scribing Tender Enquiry No. and due date address to Purchase & Stores Officer (Purchase), Salagame Road, Hassan-573201, Karnataka, India. Do not upload this information in the e-procurement portal):

(a) The FOB/FCA value, the C&F value for import by Sea freight / Air freight up to and for Air Parcel Post up to Master Control Facility, Hassan should be separately indicated.

(b) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.

(c) The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.

(d) The earliest delivery period and country of origin of the Stores.

(e) Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.

(f) The approximate net and gross weight and dimensions of packages /cases.

(g) Recommended spares for satisfactory operation for a minimum period of one year.

(h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.

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

3. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any Inspection by Lloyds or any other testing agency is considered necessary, it

shall be arranged by Contractors.

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

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

6. Part shipment is not allowed unless specifically agreed to by us.

(b)As far as possible stores should be despatched by Indian Flag Vessels through any Agency nominated by us.

7. Samples, if called for, should be sent free of all charges.

8. The authority of person signing the tender, if called for, shall be produced.

9. The details of Import License will be furnished in the Purchase Order.

10. The FOB/FCA and C&F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country. Please note that MCF is not fully exempted from paying Customs Duty. Against notification No.51/96 as amended, we are liable to pay concessional rate of duty for imported goods. At present the applicable percentage of Customs Duty is 5% & 10% Social Welfare Charges on Customs Duty which settles to a total of 5.5%.

11. The minimum validity of the tender shall be as follows:

(a)Public Tender/Global Tender (Two-Part) - 120 days from the date of Tender Opening (Part-I) and 60 days from the date of opening of Part-II

(b)Limited Tender (Two-Part) - 120 days from the date of Tender Opening (Part-I) and 60 days from the date of opening of Part-II

(c)Open/Public Tender (Single Part) - 90 days from the date of Tender Opening.

(d)Limited Tender (Single Part) - 90 days from the date of Tender Opening.

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

13. .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 delay in fulfilling this responsibility.

14. Taxes and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown in the relevant fields of Price Bid.

6. Class I & Class II Local Supplier and Non Local Supplier (Make in India Order)

1. For this procurement, bids/tenders from Class I, Class II and Non Local Suppliers/Bidders are admissible. Offer will be evaluated & processed in conformation with GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and subsequent amendments.

2. i) Compliance to the terms & Preference in purchase will be provided as per Make In India Guidelines order no: P-45021/2/2017-PP(BE-II) dated 04.06.2020 of Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce and industry.

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

3. Bidder to mention in the certificate/compliance statement, the type of local supplier (Class I, Class II or Non Local Supplier) for the offered quote.

4. Bidder to give final compliance in strictly Yes or No form for the Bidder eligibility criteria: Class I, Class II or Non local supplier

5. If the technical offer is submitted under Class-I or Class-II Local Supplier category, following compliance to be provided:

i) Bidder to provide self certified document for Class I or Class II local supplier with self certification.

ii) Bidder shall clearly mention in the certificate, break up of local content in % without disclosing the actual price and the details of location(s) at which the local value addition is made.

iii) If bidder is not the OEM, bidder to obtain declaration from the named OEM that their product calls for such value addition locally for the stated end use of the equipment/component.

6. If bidder is non-local supplier, then the bidder shall provide Manufacturer Authorization Certificate (MAF) from the OEM.

7. The bidder shall be OEM/any authorized agent/ vendor for OEM or an organization/ a limited company, private company or any agency capable of taking up works of such nature and magnitude & shall produce an undertaking from OEM that the bidder is an authorized entity to quote for this tender and will provide support & spares directly to purchaser, if required, for the offered product and also offered product shall be supported by OEM for the period of minimum 5 years. The authorization shall be tender specific addressed to tender issuing authority

8. OEM/Vendor shall provide the list of customers where such units have been supplied for last 5 years along with satisfactory performance certificate.

7. Instructions for PT

1. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM themselves can bid. But both cannot bid simultaneously for the same item/product in the same tender.

2. Indian agents while quoting on behalf of their principals are requested to attach necessary authorization letter from their Principals in their bid.

3. Interested tenderers may, at their option, login to <https://eproc.isro.gov.in/EProcInternetPortalStage/home.html.in> for registration under new vendor registration option in vendor login and submit offers. Vendor registration process and other related information is available under vendor information.

4. Once the offer is submitted in online mode by the vendor, he will not be able to provide revised offer.

5. Our Tender Enquiry contains technical requirements and specification. The detailed technical specification of your offer should be covered in this part. The Technical documents need to be attached online as a single PDF file without any price information. The tender attachment containing Price details will be treated as unsolicited offers and rejected.

6. Purchase and Stores Officer, MCF, Hassan reserves the right to accept or reject any bid in part or full without assigning any reason thereof.

7. Suppliers can contact Master Control Facility with Tender Number for pre-bid technical discussions if required. They can contact through email psa-purchase@mcf.gov.in or telephone +91 08172 273594 well in advance before due date.

8. TENDER DOCUMENT FEE IS NOT APPLICABLE FOR TENDER DOWNLOAD.

9. The Commercial Terms to be covered in the first Part are Delivery Terms (INCOTERMS in case of imports), Delivery Period, Payment Terms (without mentioning the price or amount), acceptance of Bank Charges payable outside India to the account of supplier, Whether item needs Export License, Validity of the Offer, Warranty/Guarantee, Performance Guarantee, Liquidated Damages (for delayed supplies) etc., which have to be filled up on-line.

10. The exact date and time of opening of price bid of successful tenderers will be intimated as and when the same is scheduled.

11. The quote should indicate quantity wise unit rates separately which have to be filled online. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.
12. The technical bid / commercial bid opening date and time indicated is tentative. There may be changes / delay due to Network / Computer Server related problems the tender opening may get delayed by one or two days.
13. The vendors are requested to submit the bids online at least two days prior to closing date to avoid last minute computer network related problems. Request for the extension of the due date will not be considered.

8. Instruction on Two-Part Tender

1. All information in Vendor Specified Terms shall be provided without fail to avoid unnecessary correspondence / delay in process. The same should reach before technical bid opening date and time without fail.
2. This is two-part tender. Please do not attach price details in pdf or in any other form along with technical bid. If the same is attached, the offer shall be rejected.

9. GFR Compliance to Rule 144 (xi)

1. As per Rule 144(xi) of General Financial Rules, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (i.e., Department for Promotion of Industry and Internal Trade) in line with Order (Public Procurement No. 1, 2 and 3) dated 23/07/2020 and 24/07/2020 or any amendments thereon issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance.

2. Clauses pertaining to GFR 144(xi):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority.

II. 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 hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. Bidder (or entity) from a county which shares a land border with India for the purpose of this Order

means:

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. 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-

- a. Controlling ownership interest means ownership of or entitlement to more than twenty-five per cent. Or shares or capital or profits of the company:
- b. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individual, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] 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 the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

3. Hence, Vendors or Agents of a Vendor (Indian or Others) from a country sharing land border with India shall submit the copy of Valid Registration made with DPIIT along with the tender mandatorily, without which the offer will be treated as invalid.

4. Model Certificate:

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].

5. Model Certificates for Work involving possibility of sub-contacting:

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

6. Provide Compliance for the above in Vendor Specified Commercial Terms.

C. Bid Templates

C.1 Technical Bid - Supply of Ext. C band Up-converter

1. Upconverter

Item specifications for Upconverter

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Refer Attached Specification sheet.		-		

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Refer Attcahed specification sheet		-		

Supporting Documents required from Vendor

1. Any other Doc.

2. OEM authorization certificate

3. compliance statement

4. product catalogue

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Indicate applicable percentage (%) of Taxes and/or Duties.	Yes / No / Explain	
2	Warranty / Guarantee Period (Provide compliance as per Specifications/Tender T&C)	Yes / No / Explain	
3	Delivery Term: (1) For indigenous supplies - F.O.R. MCF, Hassanl (Ref. place of delivery) (2) In case of Supply, Installation & commissioning, Quote shall be on FOR-Destination basis only. (3) For Imports to MCF, Hassan - FOB/FCA (INCOTERMS-2020)	Yes / No / Explain	
4	Payment Term (Provide compliance as per Tender T&C)	Yes / No / Explain	
5	Validity of Tender (Provide compliance as per Tender instruction)	Yes / No / Explain	
6	Delivery Period (Indicate firm delivery period from the date of award of PO/Contract considering all aspects).	-	
7	Currency quoted (Indicate the currency quoted)	-	
8	Principal(s) Name, address, contact details like telephone no., fax, email etc.	-	
9	Provide compliance to Security Deposit as per Tender Terms & Conditions.	Yes / No / Explain	
10	Indian agent(s) Name, address, contact details like telephone no., fax, email etc.	-	
11	Provide compliance for Performance Bank Guarantee (PBG) as per Tender Terms & Conditions (Required).	Yes / No / Explain	
12	Order to be placed on (Provide complete name and address)	-	
13	Provide Compliance for Rule 144 (xi) of GFR, 2017 (Refer General Instructions)	Yes / No / Explain	
14	MCF UIN No. 2918IND00020ONS. Indicate your GSTIN.	-	

15	Any other terms (Restrict to Commercial Terms)	-	
16	Indicate GeM Seller ID (For Domestic Suppliers)	-	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Packing and Forwarding Charges	Customs Duties	Freight Charges	Remark
1	Upconverter	3.00 Unit		-					

Common charges (Applicable for all items)

Other Charges (if any, provide details in remarks)	
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