

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

**Tender for RFP Supply, Installation and Testing of 1 No of Linearly Polarized Four Port Planned Ku Band Diplexer for 7.2m Ku Band FCA**

**Bids to be submitted online**

**Tender No.: MCF/PURCHASE-01/MC202600002701 dated 07-04-2026**

## A. Tender Details

|                        |                                       |
|------------------------|---------------------------------------|
| Tender No :            | <b>MCF/PURCHASE-01/MC202600002701</b> |
| Tender Date :          | <b>07-04-2026</b>                     |
| Tender Classification: | <b>GOODS</b>                          |
| Purchase Entity :      | <b>PURCHASE-01</b>                    |
| Centre :               | <b>MASTER CONTROL FACILITY (MCF)</b>  |

### **RFP Supply, Installation and Testing of 1 No of Linearly Polarized Four Port Planned Ku Band Diplexer for 7.2m Ku Band FCA**

1. This is an E-tender. Hence, correspondence through postal/fax/e-mail shall not be accepted.
2. Interested bidders 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 :  | <b>08-04-2026 11:00</b> |
| Bid Clarification Due Date : | <b>21-04-2026 14:00</b> |
| Bid Submission Due Date :    | <b>05-05-2026 16:30</b> |
| Bid Opening Date :           | <b>11-05-2026 10:00</b> |
| Price Bid Opening Date :     | <b>18-05-2026 11:00</b> |

## **B. Tender Attachments**

### **Technical Write-up/Drawings**

**Document : Compliance Statement**

**Document : RFP**

### **Instructions To Vendors**

#### **1. Terms and Conditions - Indigenous**

##### **1. 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.

##### **2. PRICES:**

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a bidder, 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.

##### **3. 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 10 (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.

#### 4. 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 4 (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 4 (b) & (c) above shall be the asked for guarantee period plus two months.

#### 5. 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.

#### 6. 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.

#### 7. TEST CERTIFICATE:

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

#### 8. 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. 8 (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.

#### 9. 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.

#### 10. 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 10 (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.

#### 11. 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 10(b) thereof.

#### 12. 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.

#### 13. PAYMENT:

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

#### 14. MODE OF PAYMENT:

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

#### 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. 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.

#### 17. 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.

#### 18. 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.

#### 19. SECURITY FOR PURCHASE OF MATERIALS:

Successful bidder 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.

20. (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 bidder 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 bidder 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 bidder 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 bidder should address all such options. Wherever specifically mentioned by us, the bidder could suggest changes to specifications with appropriate response for the same.

21. Limitation of Liability: Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity shall not exceed the total Contract Price. This limitation shall not apply to the cost of repairing or replacing defective equipment, or to any other obligation of the contractor to indemnify the Procuring Entity for IPR infringements etc.

22. PO will be placed on technically and commercially suitable lowest offer basis and MCF reserve the right to split the order on L-1 basis.

## **2. Instruction on Two-Part Tender**

1. 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.

2. 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.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises Order 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders or Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer or OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L1 is not an MSE and MSE Seller have quoted price within L1 plus 15 percentage of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L1 price and contract will be awarded for 25 percentage of total quantity. The buyers are advised to refer the OM No. F1-4-2021-PPD dated 18.05.2023 OM No.1-4-2021PPD 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. Benefits of MSE will be allowed only if seller is validated Udyam profile as well as validated and approved by Buyer after evaluation of documents submitted.

### **3. Instructions for PT**

1. Interested bidders 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.

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

3. 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.

4. 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.

5. 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.

6. 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.

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

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

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

10. 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.

11. 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.

12. Suppliers can contact Master Control Facility with Tender Number for pre-bid technical discussions if required. They can contact through email [psopurchase@mcf.gov.in](mailto:psopurchase@mcf.gov.in) or telephone 91 08172 273594 well in advance before due date.

13. TENDER DOCUMENT FEE IS NOT APPLICABLE FOR TENDER DOWNLOAD

#### **4. Class I and Class II Local Supplier (Make in India Order)**

1. For this procurement, bids/tenders from Class I and Class II 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 following orders 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 and revision No. P-45021/2/2017-PP (BE-II) dtd. 16.9.2020 of Department of Expenditure, Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).

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

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

5. (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.

(iv) In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

## **5. 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. 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.

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 country 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. 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].

**4. 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 form such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

**5. Provide Compliance for the above in Vendor Specified Commercial Terms.**

**6. Instructions to Bidders - Indigenous**

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

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

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

4. 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.

5. 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.
6. 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 bidders 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 bidders 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 bidders 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 bidders should address all such options. Wherever specifically mentioned by us, the bidders could suggest changes to specifications with appropriate response for the same.
7. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the bidders shall supply the same at the rates quoted.
8. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
9. The bidders should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
10. The Purchaser reserves the right to place order on the successful bidders for additional quantity up to 25% of the quantity offered by them at the rates quoted.
11. The authority of the person signing the tender, if called for, should be produced.
12. PO will be placed on technically and commercially suitable lowest offer basis and MCF reserve the right to split the order on L-1 basis.

## C. Bid Templates

### C.1 Technical Bid - RFP Supply, Installation and Testing of 1 No of Linearly Polarized Four Port Planned Ku Band Diplexer for 7.2m Ku Band FCA

#### 1. ANTENNA FEED ELEMENTS: Supply of Linearly Polarized Four Port Planned Ku Band Diplexer in 7.2m Ku Band FCA

Item specifications for ANTENNA FEED ELEMENTS: Supply of Linearly Polarized Four Port Planned Ku Band Diplexer in 7.2m Ku Band FCA

| SI No | Specification       | Value | Compliance | Offered Specification | Remark |
|-------|---------------------|-------|------------|-----------------------|--------|
| 1     | As per RFP attached |       | -          |                       |        |

#### 2. ANTENNA FEED ELEMENTS: Installation & Testing of Linearly Polarized Four Port Planned Ku Band Diplexer in 7.2m Ku Band FCA

Item specifications for ANTENNA FEED ELEMENTS: Installation & Testing of Linearly Polarized Four Port Planned Ku Band Diplexer in 7.2m Ku Band FCA

| SI No | Specification       | Value | Compliance | Offered Specification | Remark |
|-------|---------------------|-------|------------|-----------------------|--------|
| 1     | As per RFP attached |       | -          |                       |        |

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

| SI No | Specification       | Value | Compliance | Offered Specification | Remark |
|-------|---------------------|-------|------------|-----------------------|--------|
| 1     | As per attached RFP |       | -          |                       |        |

#### Supporting Documents required from Vendor

##### 1. OEM Authorisation Certificate

##### 2. Compliance Statement

**3. Class 1 or 2 certificate**

**4. Delivery Schedule**

**5. Datasheet of offered Product**

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 GST or statutory duties (Mention if taxes are inclusive or exclusive explicitly. If nothing is mentioned, it will be considered as inclusive).  | Yes / No / Explain |              |
| 2       | Completion Schedule/Period (Comply for Completion Schedule/period of 08 months from the date of award of PO/Contract considering all aspects).  | Yes / No / Explain |              |
| 3       | Delivery Term:<br>(1) For indigenous supplies - F.O.R. MCF, Hassan (Ref. place of delivery)<br>(2) In case of Supply, Installation & commissioning, Quote shall be on FOR-Destination basis only.   | Yes / No / Explain |              |
| 4       | P&F/ Freight or any additional charges (if any) with justification and breakup of statutory charges (taxes/duties)  | Yes / No / Explain |              |
| 5       | Payment Term: The bidder will be paid at different milestones of the project appropriately. The details of the payment are as follows:<br>a) 70% of supply value including 100% Taxes after successful delivery at MCF<br>b) Balance 30% of supply value and 100% of Installation and commissioning value including taxes after acceptance testing and commissioning of the system. | Yes / No / Explain |              |
| 6       | The validity of Tender is 120-150 days (Two-part tender) from the date of opening of the tender. Validity below this time frame is invalid.   | Yes / No / Explain |              |
| 7       | Currency quoted   | Yes / No / Explain |              |
| 8       | Provide compliance to Rule No. 144 (xi) of GFR, 2017 (Mandatory to submit Self declaration as per Model Certificate with mention of Country of Origin in Clause No. 5. of GFR Compliance to Rule 144 (xi) in Tender Document-if applicable)   | Yes / No / Explain |              |
| 9       | Provide compliance to Security Deposit as per Tender Terms & Conditions.  | Yes / No / Explain |              |

|    |   |                    |  |
|----|---|--------------------|--|
| 10 | Provide compliance for Performance Bank Guarantee (PBG) as per Tender Terms & Conditions  | Yes / No / Explain |  |
| 11 | Warranty / Guarantee Period (Provide compliance for 1-Year Standard Warranty from the satisfactory test acceptance completion of feed element in MCF site.)   | Yes / No / Explain |  |
| 12 | Indicate Unique GeM Seller ID   | Yes / No / Explain |  |
| 13 | Order to be placed on (Provide complete name and address as per registered E-procurement portal address. In case of other address update the same in the portal before bid submission.)   | Yes / No / Explain |  |
| 14 | Liquidated Damages: The time for and the date of delivery of the stores stipulated in Purchase Order shall be the essence of the Contract and delivery must be completed on or before the specified dates. 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 to recover from the Contractor as agreed liquidated damages and not by the 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 maximum of 10%. | Yes / No / Explain |  |

|    |   |                    |  |
|----|---|--------------------|--|
| 15 | <p>Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises Order 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders or Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer or OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L1 is not an MSE and MSE Seller have quoted price within L1 plus 15 percentage of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L1 price and contract will be awarded for 25 percentage of total quantity. The buyers are advised to refer the OM No. F1-4-2021-PPD dated 18.05.2023 OM No.1-4-2021PPD 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. Benefits of MSE will be allowed only if seller is validated Udyam profile as well as validated and approved by Buyer after evaluation of documents submitted.</p> | Yes / No / Explain |  |
|----|---|--------------------|--|

|    |  |                    |  |
|----|--|--------------------|--|
| 16 | <p>Dispute resolution between the buyer and the seller / service provider:<br/> 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.</p> <p>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.</p> <p>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.</p> | Yes / No / Explain |  |
|----|--|--------------------|--|

|    |   |                    |  |
|----|---|--------------------|--|
| 17 | Force Majeure : Should a part or whole of items covered by this Purchase Order be delayed in delivery due to reasons of force majeure (in the States of Karnataka and, if affecting this Order, in any other part of India), which shall include lockouts, strikes, riots, civil commotions, fire, accident, acts of God and war, stoppage of deliveries by Governments, refusal for or non-receipt of import license for raw materials, non-availability and/or delay in receipt of raw material from the DEPARTMENT, the delivery periods referred to in this Order shall be extended by a period (s) not in excess of duration of such force majeure. Both parties undertake to advise each other within 15 days one becomes aware of the circumstances of such force majeure, so that action under the provisions of this Order can be mutually reviewed and agreed upon between the Supplier and the Department. | Yes / No / Explain |  |
| 18 | Prices shall be fixed and firmed.   | Yes / No / Explain |  |
| 19 | GSTIN NO.   | Yes / No / Explain |  |

### C.3 Price Bid

| Sl. No. | Item  | Quantity  | Unit Price | Currency | Total Price | Remark |
|---------|---|-----------|------------|----------|-------------|--------|
| 1       | ANTENNA FEED ELEMENTS:<br>Supply of Linearly Polarized Four Port Planned Ku Band Diplexer in 7.2m Ku Band FCA | 1.00 Nos. |            | -        |             |        |

|   |  |           |  |   |  |  |
|---|--|-----------|--|---|--|--|
| 2 | ANTENNA<br>FEED<br>ELEMENTS:<br>Installation &<br>Testing of<br>Linearly<br>Polarized<br>Four Port<br>Planned Ku<br>Band<br>Diplexer in<br>7.2m Ku<br>Band FCA | 1.00 Nos. |  | - |  |  |
|---|--|-----------|--|---|--|--|

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

|   |  |
|---|--|
| <b>Packaging and Forwarding Charges</b>                   |  |
| <b>Freight Charges (Percentage)</b>                       |  |
| <b>Other Charges (if any, provide details in remarks)</b> |  |