

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
NATIONAL REMOTE SENSING CENTRE (NRSC)  
HYDERABAD**

**Tender for Proton Precession Magnetometer**

**Bids to be submitted online**

**Tender No.: NRSC/PURCHASE UNIT1/NR202100020801 dated 27-08-2021**

## **A. Tender Details**

Tender No : **NRSC/PURCHASE UNIT1/NR202100020801**

Tender Date : **27-08-2021**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT1**

Centre : **NATIONAL REMOTE SENSING CENTRE (NRSC)**

## **Procurement of Proton Precession Magnetometer**

Procurement of Proton Precession Magnetometer

### **A.1 Tender Schedule**

Bid Submission Start Date : **27-08-2021 17:00**

Bid Clarification Due Date : **03-09-2021 15:00**

Bid Submission Due Date : **20-09-2021 15:00**

Bid Opening Date : **20-09-2021 15:30**

## **B. Tender Attachments**

NA

### **Instructions To Vendors**

#### **1. Tender Terms & Conditions for indigenous stores**

##### **1. INSTRUCTIONS TO TENDERERS**

1.1 National Remote Sensing Centre [NRSC] has implemented e-tender system for ONLINE tenders. NRSC invites offers through e-tender portal <https://eproc.isro.gov.in> for the supply of Stores/Services. The suppliers need to get enrolled in the e-tender portal to access tender and submit their offer online. Vendors need to have Digital Signature Certificate as detailed on our e-portal and corporate e-mail ID to register on the above portal. Only online tenders will be accepted. MANUAL/POSTAL/COURIER/E-MAIL/FAX OFFERS WILL NOT BE CONSIDERED.

1.2 Interested tenderers may login to <https://eproc.isro.gov.in> and submit their offers through Online only.

1.3 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.

1.4 All the Vendors should regularly browse the e-mail being sent from e-procurement portal for initiating appropriate action or for any updates on the Tender.

1.5 All enquiries regarding the tenders and submission of offers shall be online and only through our eProcurement portal. Vendors may approach help desk e-mail id and phone number given on the home page for any technical help.

1.6 In case bidder encounters any technical snag pertaining to e-procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (as mentioned above) for problem resolution well in advance before the due date and time of the tender. NRSC is not responsible for any delay in resolving the technical snag, which has not communicated to our help desk in writing along with the screen shots within the due date and time of bid submission.

1.7 NRSC shall not be responsible for failure of vendors in submitting bids online caused due to technical reasons at vendor end such as network or power failures, computer failure, internet-browser, mistakes / errors in filling the bids on line by vendor etc.

1.8 The Server Date & Time as appearing on our website <https://eproc.isro.gov.in> shall only be considered for the cut-off date and time for receipt of tenders.

1.9 Please note that unsolicited clarifications / changes / modifications sought by the vendors after submitting their bids will not be considered.

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

1.11 Quote should be submitted in Single Part/Two Part as specified in the Tender Enquiry.

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

1.13 In the case of Two Part Tender, Price details should NOT be disclosed in the Part-1 [Techno-Commercial Bid] and in any other attachments enclosed in the Technical Bid. IN CASE, PRICE DETAILS ARE MENTIONED IN THE PART-I, THE OFFERS OF THE SAME WILL BE SUMMARILY REJECTED. The Technical documents need to be attached online as a single PDF file without any price information. Prices are required to be quoted according to the units indicated, in the Part-2 [Price Bid] only.

1.14 In case of Two Part Tender, Commercial Terms to be covered in the Part-1 [Techno-Commercial Bid] such as Delivery Terms as per (INCOTERMS), Delivery Period, Payment Terms (without mentioning the price or amount, Security Deposit for execution of Contract, Whether items needs Export License, Validity of the Offer, Warranty/Guarantee, Performance Guarantee for fulfillment of Warranty obligation , Liquidated Damages (for delayed supplies) and All available technical literature, catalogues and other data in support of the specifications and details of the items etc, have to be filled up on line.

1.15 In case of indigenous stores the quotation should be on FOR-Destination / Door delivery basis.

1.16 Specification: Stores offered should strictly conform to our specification. Deviations, if any, should be clearly indicated by the Tenderer in their quotation. The Tenderer should also indicate the Make / Type number of the Stores offered and upload catalogues, technical literature along with the quotations and provide samples wherever necessary. Test Certificates wherever necessary should be forwarded along with Supplies. Whenever options are called for and specifically mentioned by us, the Tenderer could suggest changes to specifications with appropriate response for the same.

1.17 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.

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

1.19 In case of Two-Part Public/Open Tender, the exact date and time of opening of Price Bid of successful Tenderers will be intimated later. The opening date and time informed by NRSC shall be subject to changes due to Network/ Computer Server related problems. In such instances, the tender opening may get delayed by one or two days and the exact date and time of opening will be intimated later in case of Public or Open Tender.

1.20 The Tenderer should supply along with his tender the Name of his Bankers, if required by the Purchaser.

1.21 The Purchaser reserves the right to place order on the successful Tenderers for additional quantity up to 25% of the quantity offered by them at the rates quoted.

1.22 NRSC reserves the right to cancel the tender at any point of time, by recording the reasons thereof.

1.23 Foreign Vendors, Registered Vendors or Vendors who have already applied for Renewal of Registration, Central PSUs/PSEs/Autonomous Bodies, Micro and Small Enterprises, KVIC, National Small Industries Corporation etc., shall be exempt from the payment of EMD.

1.24 Evaluation of the tenders shall be done item-wise technically suitable lowest offers in order to arrive L1, unless any other specific terms are mentioned in the tender document.

## STANDARD TERMS & CONDITIONS OF TENDER FOR INDIGENOUS STORES

### 2.0 Terms and Conditions:

#### 2.1 Definitions:

(a) The term 'Purchaser' shall mean the President of India represented by Director or Head, Purchase and Stores, National Remote Sensing Centre [NRSC] Hyderabad 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 Successors/Representative, Heirs, Executors and Administrators unless excluded by the Contract.

(c) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and condition mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of Stores or Plant, Machinery or part thereof.

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

### 3.0 Prices:

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

### 4.0 Security Deposit (SD)

3% value of the order shall be deposited with NRSC within 15 days from the date of receipt of Purchase Order towards Security Deposit in the form of Bank Guarantee on Rs.100/- non-judicial stamp paper (as per format given by NRSC- Specimen copy enclosed as Appendix-I) from a Nationalised / Scheduled Bank towards performance of the Contract valid till completion of the contract period plus sixty days. This will be returned by NRSC on execution of the order satisfactorily as per order terms upon request received from the supplier. If the supplier fails to execute the order, then the SD shall be forfeited without any further reference.

Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of Security Deposit [SD], and instead, an Indemnity Bond (as per format given by NRSC- Specimen copy enclosed as Appendix-II) shall be executed in lieu of SD.

SD IS NOT REQUIRED, IF THE LANDED COST IS BELOW Rs.5 LAKHS.

4.1 Performance Bank Guarantee (PBG) : 3% of the total order value shall be submitted as PBG in the form of Bank Guarantee on Rs.100/- non-judicial stamp paper (as per format given by NRSC- Specimen copy enclosed as Appendix-III) from a Nationalized / Scheduled Bank at the time of supply valid till the completion of warranty period plus 60 days. The same will be released to the supplier after

satisfactory completion of warranty period upon request received from the supplier. If the supplier fails to execute the warranty obligations, then the PBG shall be forfeited without any further reference.

OR

10% of the order value shall be withheld till the completion of warranty period and the same will be released to the supplier after satisfactory completion of warranty period based on your request. No interest is payable/allowed. If the supplier fails to execute the warranty obligations, then this amount shall be forfeited without any further reference.

Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from submission of PBG and instead, an Indemnity Bond (as per format given by NRSC-Specimen copy enclosed as Appendix-IV) shall be executed in lieu of PBG.

#### 4.2 COMBINED BANK GUARANTEE (SD Cum PBG) :

In case, if parties are unable to provide two separate BGs, i.e., one for SD & one for PBG, they can submit a combined BG for SD & PBG for 3% of the Order value valid till the completion of total contractual obligation (i.e., Supply period + warranty period + 60 days) within 15 days from the date of receipt of Purchase Order in the form of Bank Guarantee on Rs.100/- non-judicial stamp paper from a Nationalised / Scheduled Bank (as per format given by NRSC- Specimen copy enclosed as Appendix-V).

This will be returned by NRSC on execution of the purchase order satisfactorily as per order terms upon request received from the supplier. If the supplier fails to execute the order, then this BG shall be forfeited without any further reference.

#### 5.0 Guarantee and Replacement:

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

(b) Guarantee for the period as indicated in the tender documents shall be after acceptance of the Stores. If any defects are discovered, therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, Contractor shall remedy such defects at his own cost provided, he is called upon to do so within a period of 14 months from the date of acceptance thereof, by the Purchaser who shall state in writing in what respect the Stores or any part thereof, are faulty.

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

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

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

(g) All the replacement Stores shall also be guaranteed for a period of 12 months from the date arrival of 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 Clause 23.0 (a) and (h) shall be the 'asked for' guarantee period plus two months.

#### 6.0 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.

#### 7.0 . DISPATCH:

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.

#### 8.0 . TEST CERTIFICATE:



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

#### 9.0 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, expenses and cost.

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

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

(d) If the whole or any part of the Stores supplied are rejected in accordance with Clause No.9.0 (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 Purchaser or the agreement to Purchase from another supplier is made six months from the date of rejection of the Stores as aforesaid.

#### 10.0 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.

#### 11.0 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 minimum 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 authorise 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.

In the event of action being taken under sub-clause (ii) & (iii) of clause 11.0 (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.

#### 12.0 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 11.0 thereof.

#### 13.0 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.

#### 14.0 PAYMENT:

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

accepted by the Purchaser.

#### 15.0 Mode of Payment :

(a) In case of indigenous orders 100% payment shall be made through PFMS within 30 days of receipt and acceptance of the item at our site and on submission of PBG (if applicable)

(b) For high value orders, 80% payment within 30 days of receipt, installation and acceptance and balance 20% on production of a Performance Bank Guarantee for 3% of the Order value valid till 2 months after the expiry of warranty period.

#### 16.0 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.

#### 17.0 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.

#### 18.0. ARBITRATION:

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in

dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit â

(i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or

(ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office âIn the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs. Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

#### 18.1 Arbitration with Public Sector Undertakings:

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

#### 19.0. 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.

#### 20.0. 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.

#### 21.0 Force Majeure:

21.1 Neither party shall bear responsibility complete or partial non performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the Purchase Order/Contract] if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock out, freight embargo, acts of the Government either in its sovereign or its contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of state authorities or any other circumstances beyond the control of the parties that have arisen after the conclusion of Purchase Order/Contract. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.

21.2 The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition will notify the other party in writing not later than 21 days from the date of commencement of unforeseeable event. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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

#### 22.0 Bank Guarantee towards Free Issue Materials (FIM), IF APPLICABLE:

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

## Appendix-VI

22.1 In the case of Public Sector Undertaking, Public Sector Enterprises and Government Organization, Indemnity Bond [IB] together with Insurance shall be considered. Indemnity Bond towards FIM format is enclosed as Appendix-VII

22.2 For Fabrication of items, the Supplier should quote the rates considering the Scrap Materials generated and taken over by Supplier.

### 23.0 Applicable Law:

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

### 24.0 Jurisdiction:

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

### 25.0 Indemnity:

The Contractor shall warrant and deemed to have warranted that all Stores/Services/Supplied/Rendered against this Contract/Purchase Order are free and clean of infringement of any Patent, Copy Right or Trademark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement of any right protected by Patent, Registration of the design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

### 26.0 Counter Terms & Conditions:

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

### 27.0 Security Interest:

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

any other charge or interest created in respect of such items by any other entity.

#### 28.0 Training:

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

#### 29.0 Taxes :

For indigenous Stores/ items:

##### (i)GST

National Remote Sensing Centre (NRSC) is eligible for concessional GST @ 5% as per guiding principles conveyed by the Ministry of Finance, Dept.of Revenue Notification No.45/2017- Central Tax (Rate) dated 14.11.2017 and Telangana State G.O.Ms No. 250 dated 21.11.2017 under Notification No. 45/2017 â State Tax (Rate) dated 15.11.2017. NRSC will issue GST Exemption Certificate.

##### (ii)IGST

National Remote Sensing Centre (NRSC) is eligible for concessional IGST @ 5% as per guiding principles conveyed by the Ministry of Finance, Dept. of Revenue Notification No. 47/2017 â Integrated Tax (Rate) dated 14.11.2017. NRSC will issue IGST Exemption Certificate.

#### 30.0 Annual Maintenance Contract [AMC]/Extended Warranty (IF Applicable):

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

#### 31.0 Transparency:

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

#### 32.0 Implementation of Government Purchase and Price Preference Policy for MSEs:

In order to avail of the benefits extended by Government of India to the Micro and Small Enterprises [MSEs], please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by General Manager, District Industries Center or National Small Industries Corporation [NSIC] Registration Certificate along with your offer. The facilities/ benefits will be extended as per Order issued by Ministry of MSME, Government of India, New Delhi from time to time. The benefit will be extended to MSEs upto the monetary ceiling fixed by MSME.

### 33.0 Change in the Name and Address of the Supplier:

In the event of Change in Name and Address of Supplier, Documentary Proof issued by the Appropriate Government Authorities shall be produced for such change.

### 34.0 Splitting of Order[s]:

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

### 35.0 Validity of Offer:

The minimum validity of the tender submitted against Single Part shall be 120 days from the date of opening of the tender. In case of Two Part tender, the tender should be valid for a period of 180 days after opening of Part-I (Technical bid).

### 36.0 Buy-Back Offer:

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

37.0 The Tenderer shall bear all cost towards preparation of tender document, Supply of Samples and arranging demonstration.

### 38.0 Risk Purchase:

Risk Purchase Clause will be applicable wherever considered necessary.



#### 39.0 Fall Clause:

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

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

#### 40.0 Conditional Discount/Offer:

Conditional Discounts/Offer will not be considered.

#### 41.0 Termination:

Under the normal circumstances, Termination/Short Closing of the PO/Contract is not foreseen. However in case of repeated non performance of the PO/Contract, NRSC reserves the right to terminate the Contract in whole or in part by giving 30 days prior notice under the following circumstances:

[i] For repeated non-performance in the execution of P.O/Contract.

[ii] If the Contractor fails to deliver the final Product within the stipulated delivery schedule or any extension thereof, granted by the Purchaser.

[iii] If the final Product does not pass inspection and quality requirements of P.O/Contract

[iv] If the Contractor fails to perform any other obligations under P.O/Contract.

[v] If the Contractor becomes bankrupt or otherwise insolvent.

[vi] Owing to deficiency of service, breach of Contract.

[vii] For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.

[viii] To terminate the PO/Contract at any time by giving 30 days prior notice.

#### 42.0 Parallel Contract:

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

#### 43.0 Subletting Contract:

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

#### 44.0 Clarification regarding contents of the Bids:

During evaluation and comparison of bids, the Buyer may, at his discretion, ask the bidder for clarification on their bid.

The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. In case, tenderer fails to provide clarifications/confirmations within a specified time, the original bid submitted by the tenderer shall be treated as incomplete and liable for rejection. No post-bid clarification on the initiative of the bidder will be entertained.

#### 45.0 Rejection of Bids:

Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of Bids. Conditional Tenders will be rejected.

#### 46.0 Secrecy:

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

drawings, specifications and other related documents which were originally provided by the Purchaser shall be returned to the Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.

#### 47.0 Limitation of Liability:

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

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

47.3 The Tenderer shall bear all cost towards preparation of tender.

## Eligible Bidders

â€¢The bids shall be in Indian National Rupees (INR) only.

â€¢The bidder shall have to be an entity registered in India in accordance with law.

â€¢â€¢Class-I & Class II local suppliersâ€¢ are only eligible to participate in this tender as per Make in India procurement policy of Govt. of India and Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP(BE-II)dated 04thJune,2020&16thSeptember 2020in which the OM contains as follows:

a)In procurement of goods or services which are divisible in nature, the following procedure shall be followed to evaluate L1

With the margin of purchase preference of 20% to Class-I Local supplier:

i.Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded toL1.

ii.If L1 bid is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L1.Thereafter, the lowest bidder among the Class-I local suppliers, will be invited to match the L1price for the remaining 50% quantity subject to the local supplierâ€™s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligibleClass-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-Ilocal supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

b)In procurement of goods or services which are not divisible in nature, the following procedure shall be followed to evaluate L1 and award of contract:

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

ii.If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching theL1 price.

iii.In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to theL1bidder.

c)Definitions of terms applicable to this clause as per OM:

i.'Local content ' means the amount of value added in India which shall be the total value of the item

procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

ii. 'Class-I Local supplier' means a supplier or service provider whose goods or services offered for procurement, has local content equal to or more than 50% as defined under the Order referred.

iii. 'Class-II local supplier' means a supplier or service provider, whose goods or services offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under the Order referred.

iv. 'Non-Local supplier' means a supplier or service provider, whose goods or services offered for procurement, has local content less than or equal to 20%, as defined under the Order referred.

v. 'Margin of purchase preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference.

#### d) Verification of local content

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

ii. In cases of procurement for a value in excess of ₹10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

**Exemption for Small Purchases :** The above restrictions are not applicable for procurements where the Bid Value is upto Rs. 5 Lakhs as per the above said OM.

#### Purchase Preference to MSEs:

i) In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSE bidder.

ii) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of the total tendered value (where the tender quantity can be split).

iii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the goods can be split.

iv) In case the tendered quantity of goods cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

v) If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.

vi) If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder (who has quoted within the price band of L1+15%) shall be given chance to match the rate of L1 for award of the quantity/order.

vii) For more clarity in this regard, following table is furnished:

Quantity of

Tendered goods Price quoted by MSE Finalization of tender

Can be Split L1 Full order on MSE

Can be Split Not L1 but within L1+15% 25% order on MSE subject to matching L1

Cannot be Split L1 Full Order on MSE

Cannot be Split Not L1 but within L1+15% Full Order on MSE subject to matching L1

viii) The purchase preference to MSE is not applicable for Stores/Services where supply of goods/services not produced by MSEs is also involved.

\*\*\*\*\*

\*NOTE: Any amendment/modifications issued by Govt. of India from time to time w.r.t to above OM's shall also be complied in addition to the guidelines.

## 2. Appendix for Tender Terms & Conditions for indigenous stores

### 1. Appendix-I

PROFORMA FOR  
BANK GUARANTEE FOR SECURITY DEPOSIT  
(from indigenous suppliers)  
(On non-judicial stamp paper of appropriate value)

WHEREAS on the day of \_\_\_\_\_  
M/s. \_\_\_\_\_ having registered office at  
\_\_\_\_\_ (hereinafter called The Contractor)  
entered  
into a Contract No \_\_\_\_\_ dated (hereinafter  
referred to as the Contract) with the President of India acting through the  
\_\_\_\_\_ (hereinafter to as The  
Government) for the  
supply of \_\_\_\_\_.

And whereas under the terms and conditions of the Contract, an amount of \_\_\_\_\_/- (Rupees  
\_\_\_\_\_ only) towards Security Deposit in the form of a Bank Guarantee  
is to be furnished by the Contractor to the Government, for due performance of the Contract/Order. In  
the event of non-execution of the Contract/Order by the Contractor, in line with the Contract/Order  
terms, the Security Deposit shall be forfeited by the Contractor.

Now, we the \_\_\_\_\_ (Bank) hereby agree and  
undertake to pay on demand and without any demur to the Accounts Officer,  
\_\_\_\_\_ (name of Centre/Unit), on behalf of the Government  
(hereinafter referred as the Accounts Officer), a sum not exceeding  
\_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on unsatisfactory performance  
of the Contract by the Contractor.

And we hereby further agree that the decision of the Accounts Officer as to whether the Contractor  
has committed any breach of any terms and conditions of the Contract or not and as to the amount of  
damages by the said Accounts Officer, as damage or loss suffered by the Government on account of  
such breach, would be final and binding on us (the Bank).

And, we \_\_\_\_\_ (the Bank) hereby agree that our  
liability hereinunder shall not be discharged by virtue of any agreement  
between the Government and the Contractor whether with or without our knowledge and/or consent or

by reason of the Government showing any indulgence or forbearance to the Contractor whether as to payment, time, performance or any other matter whatsoever relating to the Contract which, but for this provision, would amount to discharge of the surety under the law.

Our Guarantee shall remain in force until (six months from the date of issue) or until completion of the Contract and unless a claim under the guarantee is lodged with us within six months from the date of expiry of this Guarantee, all rights of the Government under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Place: \_\_\_\_\_

Date: \_\_\_\_\_.

(Signature of the Authorised Officer of the Bank)

(Name and designation of the officer)

Seal

Name, Address of the Bank (Head Office) with Phone/Fax Nos.

Name & Address of the Branch with Phone/Fax Nos.

## 2. Appendix-II

PROFORMA FOR  
INDEMNITY BOND FOR SECURITY DEPOSIT  
(from CPSUs, etc.)



(On non-judicial stamp paper of appropriate value)

THIS deed of Indemnity made on this the \_\_\_\_\_(day, month & year) between the President of India (hereinafter called the Purchaser ) acting through the Director, (name & address of the Centre)of the first part and M/s \_\_\_\_\_(name & address of the firm), a firm registered under the Companies Act and having its Registered Office at \_\_\_\_\_ . (hereinafter called the Contractor ) of the second part.

WHEREAS the Purchaser has placed an Order bearing No.

dated \_\_\_\_\_ontheContractorforthesupplyof \_\_\_\_\_ attotalpriceof \_\_\_\_\_(Rupees .. only) on the terms and conditions mentioned in the said Order.

AND WHEREAS the Contractor as per the terms and conditions of the Order aforesaid has to execute an Indemnity Bond for an amount equal to \_\_\_\_\_% of the price payable as per Order, that is, \_\_\_\_\_(Rupees .. only) and furnish the same to the Purchaser along with the acceptance for executing the aforesaid Order within \_\_\_\_\_months from the date of Order.

NOW this deed witnesses that in pursuance of the said Order, the Contractor hereby agrees to indemnify the Purchaser and at all times to hold himself liable for all the losses or damages caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said Contractor of the terms and conditions of the order aforesaid or from whatever causes or losses, interest, charges and incurred by the said Purchaser on account of the non-delivery of the supplies or full execution of the order aforesaid;

It is in terms of the said Order and this Deed of Indemnity that if the Contractor fails to supply the item ordered within the delivery period stipulated in the Order, it is hereby agreed that, the Contractor shall be liable to pay

(Rupees .. only) being the value of thisIndemnity Bond without any demur to the AccountsOfficer,(name of the Centre/Unit), on receipt of a demand for the same in writing.

It is agreed by the Contractor, in terms of this Indemnity Bond, that the decision of the Director, .  
 . (name & address of the  
Centre/Unit), in case of any dispute, will be binding on the Contractor.

This Bond and the trust hereby created shall remain valid and binding on the Contractor for a period  
of \_\_\_\_\_ months from the date of signing this  
Bond or till the date of completion of supply, whichever is earlier. The Purchaser reserves the right to  
further extend the period of the Bond till the order is executed to supply the item, under the terms and  
conditions of the aforesaid Order.

It has been mutually agreed that the stamp duty on this deed of Indemnity Bond shall be borne by the  
Contractor.

In witness whereof the parties hereunto have set their hands to this Deed on the day and year herein  
abovementioned.

For and on behalf of the CONTRACTOR

Name and designation & seal

WitnessNo.1:

WitnessNo.2:

For and on behalf of the PURCHASER

Name and designation & seal

WitnessNo.1:

WitnessNo.2:

Name and designation of Authorized Attorney with seal

### 3. Appendix-III

PROFORMA FOR  
PERFORMANCE BANK GUARANTEE  
(from indigenous suppliers)  
(On non-judicial stamp paper of appropriate value)

1. WHEREAS on or about the \_\_\_\_\_ (day, month & year), M/s. \_\_\_\_\_ (name & address of the firm), a company registered under Companies Act and having its registered office at \_\_\_\_\_ (hereinafter referred to as 'The Contractor'), entered into an agreement bearing No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as 'The Contract') with the President of India (hereinafter referred to as 'The Government') for supply of \_\_\_\_\_ (hereinafter referred to as 'The Equipment').

2. AND WHEREAS under the terms and conditions of the Contract, an amount of \_\_\_\_\_ (Rupees \_\_\_\_\_ only) representing balance \_\_\_\_\_ % payment out of the total value of the Contract of (Rupees \_\_\_\_\_ only) is to be paid to the Contractor on the final acceptance of the equipment and on the Contractor furnishing a bank guarantee in a manner herein contained towards satisfactory performance of the equipment during warranty period, viz., \_\_\_\_\_ months from the date of acceptance/commissioning of the said equipment or \_\_\_\_\_ months from the date of despatch of the last lot of consignment, whichever is earlier (specify here the warranty clause contained in the Order).

3. NOW WE, \_\_\_\_\_ (name & address of the Bank), in consideration of the promises and the payment of said sum of \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by the Government to the Contractor do hereby agree and undertake to pay to the Accounts Officer, \_\_\_\_\_ (name & address of the Centre/Unit) on behalf of the Government (hereinafter referred as the Accounts Officer) the amount due and payable under the guarantee without any demur, merely on a demand from the said Accounts Officer stating that the amount claimed is due by way of loss or damage caused to or suffered by the Government by reason of unsatisfactory performance of the equipment during the warranty period. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

4. WE, \_\_\_\_\_ (Bank) undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceedings pending before any Court of Law or Tribunal relating thereto, our liability under this present guarantee bond being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5.WE, \_\_\_\_\_ (Bank) hereby further agree that the decision of the said Accounts Officer as to whether the said equipment is giving satisfactory performance or not during the warranty period and as to the amount of damages suffered by the Government on account of unsatisfactory performance of the said equipment shall be final and binding onus.

6.AND WE, the \_\_\_\_\_ (Bank) do hereby agree that our liability hereunder shall not be discharged by virtue of any agreement between the Government and the Contractor whether with or without our knowledge and/or consent or by reason of the Government showing any indulgence or forbearance to the Contractor whether as to payment, time or performance, or any other matter whatsoever relating to the Contract which, but for this provision, would amount to discharge of the surety under the law.

7.THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or Contractor.

8.OUR GUARANTEE shall remain in force until \_\_\_\_\_.. (two months beyond the Contract warranty period) and unless a claim under the guarantee is lodged with us on or before the above date, all right of the Government under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities thereunder.

Dated the \_\_\_\_\_ (day, month & year)

(Signature of the Authorised Officer of the Bank)

(Name and designation of the officer) Seal

Name, Address of the Bank (Head Office) with Phone/Fax Nos.

Name & Address of the Branch with Phone/Fax Nos.

4. Appendix-IV

PROFORMA FOR  
INDEMNITY BOND FOR PERFORMANCE GUARANTEE  
(from CPSUs, etc.)  
(On non-judicial stamp paper of appropriate value)

THIS deed of Indemnity made on this the \_\_\_\_\_ (day, month & year) between the President of India (hereinafter called the Purchaser ) acting through the Director,

(name & address of the Centre) of the first part and M/s \_\_\_\_\_ .(name & address of the firm), a firm registered under the Companies Act and having its Registered Office at \_\_\_\_\_ (hereinafter called the Contractor ) of the second part.

WHEREAS the Purchaser has placed an Order bearing No.

dated \_\_\_\_\_ . on the Contractor for the supply of \_\_\_\_\_ at total price of \_\_\_\_\_ (Rupees .. only) on the terms and conditions mentioned in the said Order.

AND WHEREAS under the terms and conditions of the Order aforesaid, an amount of \_\_\_\_\_ (Rupees .. only) representing the balance \_\_\_\_\_ % of payment out of the total value of Order aforesaid, viz., \_\_\_\_\_ (Rupees .. only), is to be paid by the Purchaser to the Contractor on final acceptance of the equipment and on the Contractor furnishing an Indemnity Bond for an amount of \_\_\_\_\_ (Rupees .. only) towards satisfactory performance of the equipment during the warranty period, viz., \_\_\_\_\_ months from the date of acceptance/commissioning of the said equipment, or \_\_\_\_\_ months from the date of despatch of the last lot of the consignment, whichever is earlier (specify the warranty clause included in the Order).

NOW this Deed witnesses that in pursuance of the Order aforesaid, the Contractor hereby agrees to indemnify the Purchaser and at all times to hold himself liable for any loss or damage caused to or suffered by the Purchaser by reason of unsatisfactory performance of the equipment during the warranty period afore mentioned.

It is in terms of the Order aforesaid and this Deed of Indemnity that if the equipment supplied by the Contractor in fulfillment of the Order aforesaid performs unsatisfactorily, it is hereby agreed that the Contractor shall be liable for the payment of an amount of \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Purchaser without any demur to the Accounts Officer, \_\_\_\_\_.

(name of the Centre/Unit), on receipt of a demand for the same in writing.

It is agreed by the Contractor, in terms of this Indemnity Bond, that the decision of the Director, \_\_\_\_\_ (name & address of the Centre/Unit), in case of any dispute, will be binding on the Contractor.

This Bond and the trust hereby created shall remain valid and binding on the Contractor for a period of \_\_\_\_\_ months from the date of signing this Bond or till the satisfactory completion of the warranty period aforementioned, whichever is earlier. The Purchaser reserves the right to further extend the period of the Bond as may be decided by him, under the terms and conditions of the aforesaid Order.

It has been mutually agreed that the stamp duty on this Deed of Indemnity shall be borne by the Contractor.

In witness whereof the parties hereunto have set their hands to this Deed on the day and year herein abovementioned.

For and on behalf of the CONTRACTOR

Name and designation & seal

Witness No.1:

Witness No.2:

For and on behalf of the PURCHASER

Name and designation & seal

Witness No.1:

Witness No.2:

Name and designation of Authorized Attorney with seal

5. Appendix-V  
PROFORMA FOR  
COMBINED BG TOWARDS SD CUM PBG  
(from indigenous suppliers)  
(On non-judicial stamp paper of appropriate value)

1. In consideration of the President of India (hereinafter called the Government)having agreed to exempt----- (hereinafter called the said contractors(s)) from the demand under the terms and conditions of an agreement dated-----made between -----and -----for -----(hereafter called said agreement), of security deposit of the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on (Rupees-----Only)  
We,----- (here in after)referred (indicate the mane of the bank )to as the Bank at the request of -----[contractor (s)] do hereby undertake to pay to the Government an amount not exceeding. Rs.-----against any loss or damage caused to or suffered or would be caused to or suffered by the Government by the reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We----- (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount amount due and payable by the Bank under this guarantee. However, our liability under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.-----  
-----.

3. We undertake to pay to the Government any money so demand not withstanding any dispute or disputes raised by the contractor (s)/supplier (s)in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s)/supplier (s) shall have no claim against us for making such payment.

4. We ----- (indicate the name of bank) further agree that the guarantee contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or

discharge3d or till-----office/Department/Ministry of -----  
-----certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the -----  
-----we shall be discharged from all liability under this guarantee thereafter.

5. We------(indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without out consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time of from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and. We shall not be relieved from our Liability by reason of any such variation, or omission on the part of the such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee shall be treated as bank guarantee towards warranty after the acceptance of items and fulfillment of all obligations other than warranty as per DOS purchase order.

7. In accordance with the terms of said contract the contractor has undertaken to produce a bank guarantee for Rs.------( Rupees -----  
-----only ) being -----% of the total value of the said stores supplied to you, for the due fulfilment of its obligations to the president of India for due performance as per the contract during warranty period .

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s)/Supplier(s).

9. We------(indicate the name of bank ) lastly undertake not to revoke this guarantee during its currency except with previous consent of the Government in writing.

10. Notwithstanding anything herein contained, out liability under this guarantee is restricted to Rs.---  
------(Rupees-----only) and the guarantee shall remain in force up to and including the -----day of being reported to us by you and returned to us duly discharged.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be prescribed and we be discharged from the liabilities hereunder.

12. This guarantee shall not be affected by any changed in the constitution of our Bank or of the contractor or for any other reason whatsoever.



13. Dated the -----day of -----  
for -----(indicate the name of the  
Bank).

Name of the Bank:-

Phone No:-

Fax No:-

6. Appendix-VI

PROFORMA FOR  
BANK GUARANTEE FOR FREE ISSUE MATERIAL  
(On non-judicial stamp paper of appropriate value)

WHEREAS on the

.. (day, month & year),M/s.

. having their Registered Office at

\_\_\_\_\_ (hereinafter referred to as "The Supplier"), entered into  
a Contract bearing No. \_\_\_\_\_

(hereinafter referred to as The Contract) with the President of India (hereinafter referred to as  
"The Government") for the supply of \_\_\_\_\_

AND WHEREAS under the terms and conditions of the Contract, payments are to be made by the  
Government to the Supplier as mentioned in the Contract.

AND WHEREAS the Government has agreed in pursuance of the said terms and conditions of the  
Contract to supply materials to the supplier on the furnishing of a Bank Guarantee in the manner herein  
contained.

Now WE,

\_\_\_\_\_. (Bank) in consideration of the Government having agreed to supply the materials to the supplier equal to

(Rupees

\_\_\_\_\_.. only) hereby

agree and undertake to indemnify the Government and keep the Government indemnified to the extent of a sum not exceeding the paid sum of \_\_\_\_\_.(Rupees \_\_\_\_\_ only) against any damage or loss that may be suffered by the Government by reason of non-fulfillment of any of the terms and conditions of the Contract by the Supplier.

AND WE, \_\_\_\_\_.. (Bank) hereby undertake to pay on demand and without demur to the Accounts Officer of the

\_\_\_\_\_ (name & address of the Centre/Unit), on behalf of the Government (hereby referred to as "The Accounts Officer"), a sum not exceeding

(Rupees \_\_\_\_\_..

only) as may be ascertained by the said Accounts Officer as damage or loss that the Government might have suffered by reason of the non-fulfillment of any of the terms and conditions of the Contract by the Supplier. AND WE \_\_\_\_\_.. (bank) hereby further agree that the

decision of the said Accounts Officer as to whether the supplier has committed breach of any such terms and conditions of the Contract or not and as to the amount of damage or loss, or loss assessed by the said Accounts Officer as damage or loss suffered by the Government on account of such breach, would be final and binding on us (the Bank).

AND WE, \_\_\_\_\_.. (Bank), hereby agree that our

(Bank's) liability hereunder shall not be discharged by virtue of any arrangement between the Government and the supplier whether with or without our knowledge and/or consent or by reason of the Government showing any indulgence or forbearance to the supplier whether as to payment, time performance or any other matter whatsoever which, but for this provision, would amount to discharge of the surety under the law.

The Guarantee shall remain in force until

\_\_\_\_\_..or until the delivery of the Contracted stores and unless a claim under the guarantee is lodged with us (Bank) within six months from the date of expiry of this guarantee, viz

\_\_\_\_\_, all rights of the Government under the guarantee shall be forfeited and we (Bank) shall be relieved and discharged from all liabilities hereunder.

(Signature of the Authorised Officer of the Bank)

(Name and designation of the officer) Seal Name, Address of the Bank (Head Office) with Phone/Fax Nos. Name & Address of the Branch with Phone/Fax Nos.

## 7. Appendix-VII

PROFORMA FOR  
INDEMNITY BOND FOR FREE ISSUE MATERIAL  
(from CPSUs, etc.)  
(On non-judicial stamp paper of appropriate value)

THIS deed of Indemnity made on the \_\_\_\_\_.(date, month & year)  
between the President of India (hereinafter called the "Purchaser") acting through the Director,  
(name &  
address of the Centre/Unit), on the first part and M/S.  
\_\_\_\_\_. (name & address of the  
the firm), a firm registered under the Companies Act and having its Registered Office at  
\_\_\_\_\_. (herein after called  
the "Contractor") on the second part.

WHEREAS the Purchaser has placed an Order bearing No  
\_\_\_\_\_ .. dated \_\_\_\_\_ . on the  
Contractor for the supply of  
\_\_\_\_\_ (name of the item and quantity), on the terms and conditions as  
mentioned in the said order and which have been mutually agreed upon by the parties thereto, and in  
consideration of the said Contract.

WHEREAS the Contractor has agreed to execute an Indemnity Bond for the safe custody of free  
issue materials of value \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) (as per enclosed list) to be supplied free of cost to the Contractor

by the Purchaser (hereinafter referred to as materials) till the materials are used for the fabrication of the said stores and delivered to the Purchaser along with the balance materials and scrap as per the terms and conditions of the Contract.

NOW this deed witnesses that in pursuance of the said agreement and in the premises, the Contractor agrees to indemnify the Purchaser and at all times to hold himself liable for all the damages, loss due to pilferage, fire or negligence on the part of the Contractor's employees or from whatever cause with all loss, interest, charges and expenses, incurred by the said Purchaser on account of the cost of the material kept in safe custody of the Contractor.

It is in terms of the said Contract and this deed of Indemnity that the materials are issued to the Contractor for the safe custody, therefore shall be deemed to be the property of the Purchaser.

It is hereby agreed that the Contractor shall be liable for all injury, losses and damage that may be caused to the materials from whatsoever cause and further that the Contractor shall not part with or deliver possession of the same materials to any other party or person save in compliance with and in performance of and in terms of the provision of the Contract, in respect of which

this Indemnity Bond has been executed, the Contractor having undertaken to deliver the said stores with balance materials and scrap complete in all respects in compliance with the terms of the Contract.

It is in terms of the said Contract and this deed of Indemnity Bond that the Contractor will bear the cost of maintenance, repair and preservation of the materials supplied by the Purchaser.

It is agreed by the Contractor, in terms of this Indemnity Bond, that the decision of the Director, \_\_\_\_\_ (name & address of the Centre/Unit) in case of any dispute will be binding on the Contractor.

The Government further reserves the right in terms of this Indemnity Bond to take the materials supplied back from the Contractor without any reason whatsoever.

This Bond and the trust hereby created shall remain valid and binding on the Contractor for a period of .. months/years from the date of signing this bond till the order is executed to supply the item so developed under the terms of Contract agreement.

It has been mutually agreed that the stamp duty on this deed of Indemnity Bond shall be paid by the Contractor.

In witness were of the parties hereunto have set their hands to this deed on the day and year herein above mentioned.

For and on behalf of the CONTRACTOR

WitnessNo.1:

WitnessNo.2:

Name and designation & seal

WitnessNo.1:

WitnessNo.2:

For and on behalf of the PURCHASER Name and designation & seal

Name and designation of Authorized  
Attorney with Seal

## C. Bid Templates

### C.1 Technical Bid - Proton Precession Magnetometer

#### 1. EQUIPMENTS & INSTRUMENTS: Proton Precession Magnetometer

##### Item specifications for EQUIPMENTS & INSTRUMENTS

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Sensitivity	0.15 nT	Yes / No / Explain		
2	Resolution	0.01 nT	Yes / No / Explain		
3	Accuracy	+/- 0.2 nT	Yes / No / Explain		
4	Dynamic Range	20,000 to 120,000 nT	Yes / No / Explain		
5	Operating Temperature	-40°C to 50°C	Yes / No / Explain		
6	Internal Storage	32MB or more	Yes / No / Explain		
7	GPS	Inbuilt GPS with accuracy of 1 meter or better	Yes / No / Explain		
8	Batteries	The instrument should be self-battery powered with rechargeable internal batteries with profiling time of 30 hrs or better on one charge. Provide two battery packs with appropriate charger.	Yes / No / Explain		
9	Software	Software should be provided for operation and able to convert the data in ASCII format.	Yes / No / Explain		

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

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Sensitivity	0.15 nT	Yes / No / Explain		

2	Resolution	0.01 nT	Yes / No / Explain		
3	Accuracy	+/- 0.2 nT	Yes / No / Explain		
4	Dynamic Range	20,000 to 120,000 nT	Yes / No / Explain		
5	Operating Temperature	-40°C to 50°C	Yes / No / Explain		
6	Internal Storage	32MB or more	Yes / No / Explain		
7	GPS	Inbuilt GPS with accuracy of 1 meter or better	Yes / No / Explain		
8	Batteries	The instrument should be self-battery powered with rechargeable internal batteries with profiling time of 30 hrs or better on one charge. Provide two battery packs with appropriate charger.	Yes / No / Explain		
9	Software	Software should be provided for operation and able to convert the data in ASCII format.	Yes / No / Explain		

## Supporting Documents required from Vendor

### 1. Proton precession magnetometer relevant documents with specification

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	The quote must be complete in all respects. Incomplete quotes are liable to be rejected.	Yes / No / Explain	
2	The bidders must be reputed distributor of this item in this area.	Yes / No / Explain	
3	All required cables, connectors etc. to be supplied, power cables must be compatible with standard Indian type sockets and power supply.	Yes / No / Explain	
4	Supplier should provide the instrument repair related information such as where it the instrument gets repaired and maximum time required for repairing etc.	Yes / No / Explain	
5	Supplier should provide the details, if he supplied the instrument earlier to other users.	Yes / No / Explain	
6	Vendor should take responsibility for calibration of the instrument after warranty period may be on payment basis, if required.	Yes / No / Explain	
7	During the warranty period the faulty parts must be replaced with new ones carrying warranty up to the total system end date.	Yes / No / Explain	
8	Maintenance and technical support should be provided for the entire system.	Yes / No / Explain	
9	One year comprehensive warranty may be extended for two years in terms of extended warranty or AMC.	Yes / No / Explain	
10	Vendor should provide training on the operation of the instrument.	Yes / No / Explain	
11	Onsite supply, installation and integration should be performed by the vendor.	Yes / No / Explain	
12	The brand make and model number should be specified.	Yes / No / Explain	



13	<p>Taxes: (i)GST</p> <p>National Remote Sensing Centre / NRSC- ISRO is eligible for concessional GST @ 5% as per guiding principles conveyed by the Ministry of Finance, Dept. of Revenue Notification No.45/2017- Central Tax (Rate) dated 14.11.2017 and Telangana State G.O.Ms No. 250 dated 21.11.2017 under Notification No. 45/2017 State Tax (Rate) dated 15.11.2017. NRSC will issue GST Exemption Certificate.</p> <p>(ii)IGST</p> <p>National Remote Sensing Centre / NRSC- ISRO is eligible for concessional IGST @ 5% as per guiding principles conveyed by the Ministry of Finance, Dept. of Revenue Notification No. 47/2017 Integrated Tax (Rate) dated 14.11.2017. NRSC will issue IGST Exemption Certificate.</p>	Yes / No / Explain	
14	<p>CUSTOMS DUTY</p> <p>As per Notification No.51/96 Customs dated July 23, 1996 read with Notification No43/2017 dated 30.06.2017 ISRO is eligible to reduced rate of customs duty @5.5%. We will provide Customs Duty Exemption Certificate in case of Imported components, if any required to manufacture the quoted products.</p> <p>In this connection, tenderer has to provide the following:</p> <p>(i) Please indicate whether your rate is inclusive of this Customs duty @ 5.5%or extra. (ii) List of items with quantities which require customs duty exemption certificate to be provided.</p> <p>Please note that in case of Two part tenders, only percentage should be mentioned. You should not indicate any amount/price details. If you are indicating price/amount details, such offers shall be summarily rejected.</p>	Yes / No / Explain	
15	<p>Please mention your GST registration details GST No. for NRSC :36AAATN3989R1ZK</p>	Yes / No / Explain	

16	In case of Specific Brand items, Please provide Authorization certificate from OEM.	Yes / No / Explain	
17	Delivery Term:- FOR :NRSC Balanagar / Shadnagar	Yes / No / Explain	
18	Freight charges, if any. If YES please mention the percentage. NOTE :Please note that in case of Two part tenders, only percentage should be mentioned. You should not indicate any amount/price details. If you are indicating price/amount details, such offers shall be summarily rejected.	Yes / No / Explain	
19	Delivery Period : (i)For Supply : (ii)For Installation/commissioning (if applicable) :	Yes / No / Explain	
20	Payment Term : (a)In case of indigenous orders 100% payment shall be made through PFMS within 30 days of receipt and acceptance of the item at our site and on submission of PBG (if applicable) (b)For high value orders, 80% payment within 30 days of receipt, installation and acceptance and balance 20% on production of a Performance Bank Guarantee for 3% of the Order value valid till 2 months after the expiry of warranty period	Yes / No / Explain	
21	Liquidated Damages (LD):Since delivery is the essence of this order, the supplier shall execute the total scope of purchase order i.e., supply / installation & commissioning (if applicable) / total scope of work within the Delivery Schedule indicated in the Purchase Order. In case, if the suppliers fails to do so, Liquidated Damages shall be levied @ 0.5% per week or part thereof subject to a maximum of 10% of the order value for the delayed period of supply/ scope of work.	Yes / No / Explain	
22	Warranty:Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.	Yes / No / Explain	

23	<p>Performance Bank Guarantee (PBG) :3% of the total order value shall be submitted as PBG in the form of Bank Guarantee on Rs.100/- non-judicial stamp paper (as per format given by NRSC)from a Nationalized / Scheduled Bank at the time of supply valid till the completion of warranty period plus 60 days. The same will be released to the supplier after satisfactory completion of warranty period upon request received from the supplier. If the supplier fails to execute the warranty obligations, then the PBG shall be forfeited without any further reference.</p> <p>OR</p> <p>3% of the order value shall be withheld till the completion of warranty period and the same will be released to the supplier after satisfactory completion of warranty period based on your request. No interest is payable/allowed. If the supplier fails to execute the warranty obligations, then this amount shall be forfeited without any further reference.</p>	Yes / No / Explain	
24	<p>Security Deposit (SD) :- 3% value of the order shall be deposited with NRSC within 15 days from the date of receipt of Purchase Order towards Security Deposit in the form of Bank Guarantee on Rs.100/- non-judicial stamp paper (as per format given by NRSC) from a Nationalised / Scheduled Bank towards performance of the Contract valid till completion of the contract period plus sixty days. This will be returned by NRSC on execution of the order satisfactorily as per order terms upon request received from the supplier. If the supplier fails to execute the order, then the SD shall be forfeited without any further reference.</p> <p>(ii) NOT REQUIRED,IF THE LANDED COST BELOW Rs.5 LAKHS.</p>	Yes / No / Explain	

25	<p>COMBINED BANK GUARNATEE (SD Cum PBG) :</p> <p>In case, if parties are unable to provide two separate BGs, i.e., one for SD &amp; one for PBG, they can submit a combined BG for SD &amp; PBG for 3% of the Order value valid till the completion of total contractual obligation (i.e., Supply period plus warranty period plus 60 days) within 15 days from the date of receipt of Purchase Order in the form of Bank Guarantee on Rs.100/- non-judicial stamp paper from a Nationalised / Scheduled Bank (as per format given by NRSC).</p> <p>This will be returned by NRSC on execution of the purchase order satisfactorily as per order terms upon request received from the supplier. If the supplier fails to execute the order, then this BG shall be forfeited without any further reference.</p>	Yes / No / Explain	
26	<p>Validity of Offer :-</p> <p>The validity of the offers / tenders should be 120 days (in case of single part tender) and 180 days (in case two part tender) from the date of opening of the tenders. Tenders shorter than offer validity mentioned above will not be considered for evaluation.</p>	Yes / No / Explain	
27	<p>Please specify whether you are a MSME if so please furnish the documentary evidence along with your offer. Vendors may please note that MSMEs are not exempted from the submission of security deposit.</p>	Yes / No / Explain	
28	<p>Please provide the following details in order to facilitate us to register in PFMS. This is mandatory for making payment:</p> <ol style="list-style-type: none"> <li>1) Bank Account Number</li> <li>2) IFSC Code</li> <li>3) PAN No</li> <li>4) GST Registration No and copy of GST registration certificate</li> <li>5) Mobile No</li> <li>6) Email ID</li> </ol>	Yes / No / Explain	
29	<p>Only Class I and Class II local suppliers as per Make in India policy are permitted to quote Foreign vendors are not permitted to quote</p>	Yes / No / Explain	

30	PPP(Make In India) Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: a)Equal to or more than 50% :Class-I local supplier. b)More than 20% but less than 50%: Class-II local supplier. c)Less than or equal to 20% :Non-local supplier. Mention your category.	Yes / No / Explain	
31	Indicate extent of Minimum Local Content in offered product/service and location of such value additions. The percentage of local content should be specifically mentioned in the offer, without which it will be summarily rejected	Yes / No / Explain	
32	The Class-I & II local supplier should provide a Self Certification along with your offer in PDF format indicating that the item offered meets the minimum local content as called for in the tender as mentioned above and provide the % of local content along with details of the location(s) at which the local value addition is made. In case of two part tenders, it is mandatory to indicate compliance to MLC(minimum local content) in technical bid itself. Confirm attachment of Self declaration along with the offer.	Yes / No / Explain	
33	Any Other terms :	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	EQUIPMENTS & INSTRUMENTS: Proton Precession Magnetometer	1.00 Nos.		-		