

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

Tender for PROCUREMENT OF GREEN HOUSE GAS ANALYSER

Bids to be submitted online

Tender No.: NRSC/PURCHASE UNIT1/NR202400013101 dated 01-07-2024

A. Tender Details

Tender No : **NRSC/PURCHASE UNIT1/NR202400013101**

Tender Date : **01-07-2024**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT1**

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

PROCUREMENT OF GREEN HOUSE GAS ANALYZER

PROCUREMENT OF GREEN HOUSE GAS ANALYZER

A.1 Tender Schedule

Bid Submission Start Date : **01-07-2024 15:00**

Bid Clarification Due Date : **11-07-2024 11:00**

Bid Submission Due Date : **31-07-2024 14:00**

Bid Opening Date : **31-07-2024 14:30**

Price Bid Opening Date : **09-08-2024 14:30**

B. Tender Attachments

NA

Instructions To Vendors

1. Tender Terms & Conditions for imported stores

1. Appendix-I

PROFORMA FOR

BANK GUARANTEE FOR SECURITY DEPOSIT

(from Indian Agents on behalf of foreign principals)

(On non-judicial stamp paper of appropriate value)

1. WHEREAS on about the (date), M/S.

..... having its Office at (hereinafter

referred to as 'the Contractor') entered into a Contract 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'). The Contract

recognizes that M/s as the Indian Agent of the Contractor in

India who will furnish the Security Deposit bond on behalf of the Contractor for satisfactory

performance of the Contract as per the terms and conditions contained in the said Contract.

2. AND WHEREAS under the terms and conditions of the Contract, an amount of `

(Rupees only) representing around

..... % of the Contract value is to be furnished as Bank Guarantee by the Indian Agent on behalf of the

Contractor, in a manner herein contained, duly executed by

the (Bank) towards satisfactory performance of the Contract.

3. We, (name of the Bank & address) [hereinafter

referred to as 'the Bank'] at the request of M/S, authorised

Indian Agent of the Contractor, do hereby undertake to pay to the Accounts Officer of the

..... (name & address of the Centre/Unit) on behalf of the Government (hereby

referred to as 'the Accounts Officer'), an amount not exceeding ` (Rupees only) against any

loss or damage caused to or suffered or would be caused to or suffered by the

Government by reason of any breach by the said Contractor of any of the terms and conditions contained in the

said Contract.

4. WE, (Bank) do hereby undertake to pay the amount

due and payable under this guarantee without any demur, merely on demand from the said Accounts Officer,

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 of any of the terms and conditions contained in the said Contract or by reason of the Contractor's failure to perform the said Contract. 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).

5. 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 or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

6. WE, (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Contract have been fully paid by the said Contractor and its claims satisfied or discharged or till the said Accounts Officer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (date) [two months beyond the Contract completion date], we shall be discharged of all liabilities under this guarantee thereafter.

7. WE, (Bank) further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contractor to extend time for performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation/s or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

9. WE, (Bank) lastly undertake not to revoke this

guaranteed during its currency except with the previous consent of the Government in writing.

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.

Appendix-II

PROFORMA FOR PERFORMANCE BANK GUARANTEE (from Indian Agents on behalf of foreign principals) (On non-judicial stamp paper of appropriate value)

1. WHEREAS on or about the.....day of (month & year), M/s (name & address of the foreign supplier) having its office at (hereinafter referred to as 'the Contractor') entered into an agreement bearing No. (hereinafter referred to as 'the Contract') with the President of India (hereinafter referred to as 'the Government') for the supply of (hereinafter referred to as 'the Equipment'). The Contract recognizes that M/s (name & address of the Indian Agent) of the Contractor in India will furnish a Performance Bond on behalf of the Contractor for satisfactory functioning of the equipment during warranty period while releasing % payment to the Contractor.

2. AND WHEREAS under the terms and conditions of the Contract, an amount of ` (Rupees only) representing % payment of the FOB value of the Contract is to be paid to the Contractor after reducing the agency commission subject to the Indian Agent furnishing a Bank Guarantee on behalf of the Contractor for 10% of order value amounting to ` (Rupees only) 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 as per warranty clause in the Purchase Order).

3. NOWWE, (name & address of the Bank) on behalf of M/S. (Indian Agent) in consideration of the promises and the payment of the said sum of `..... (Rupees only) by the Government to the Contractor, do hereby agree and undertake to pay to the Accounts Officer, (name 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, the Bank's liability under this guarantee shall be restricted to an amount not exceeding `..... (Rupees..... only).

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

5. WE 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 on us.

6. AND WE, (bank) do hereby agree that our liability hereinunder shall not be discharged by virtue of any agreement between the Government and the Contractor or their subsidiary company 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 for 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 the Contractor or their subsidiary company.

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 rights of the Government under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Dated the day of (month & year).

..... (Signature of the Authorised Officer of the Bank)
.....
..... (Name and designation of the officer)

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

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

Appendix-III
PROFORMA FOR
PERFORMANCE BANK GUARANTEE
(from foreign suppliers)
(to be issued by the bankers of the foreign supplier)

1. WHEREAS on or about the day of (month & year), M/S..... having its Registered Office at (hereinafter called 'The Contractor') entered into an Agreement No. dated..... (hereinafter called 'The Contract') for manufacture and supply of with the President of India (hereinafter called 'The Purchaser').

2. AND WHEREAS, under the terms and conditions of the Contract final payment amounting to `..... (Rupees only) under the Contract is to be made against a performance bond in the form of bank guarantee furnished by the Contractor for a sum of ` (Rupees only) equivalent to 10% (ten per cent) of the value of the Contract towards satisfactory performance of the (hereinafter called 'the Equipment') valid for a period of 12 months from the date of putting into operation of the said equipment or months from the date of receipt of the last lot of consignment whichever is earlier (specify as per warranty clause in the Purchase Order).

3. NOW WE, (name & address of the Bank) in consideration of the promises and payment of the final/balance amount of `..... (Rupees only) under the Contract to the Contractor hereby agree and undertake to pay on demand and without any demur to the Accounts Officer, (name of the Centre/Unit) on behalf of the Purchaser (hereinafter referred to as the Accounts Officer), a sum not exceeding `..... (Rupees

..... only) against any loss or damage that may be suffered by the Purchaser by the reasons of any unsatisfactory performance of the saidequipment.

4.AND WE, (Bank) hereby also agree that the decision of the said Accounts Officer as to whether the said equipment is giving satisfactory performance or not and as to the amount of loss or damages suffered by the Purchaser on account of unsatisfactory performance of the said equipment shall be final and binding onus.

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

6.OUR GUARANTEE shall remain in force until (two months beyond Contract warranty period) and unless a claim under the guarantee is lodged with us on or before the above date, all rights of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder. Our liability under this guarantee shall not be affected by any change in our constitution or the constitution of the Contractor.

Dated the dayof(month &year).

For.....

(name of theBank)

Postal address of the Bankand

Fax No.& e-Mailid)

Seal of the Bank

Appendix-IV

PROFORMA FOR
COMBINED BG TOWARDS SD CUM PBG
(from Indian Agents on behalf of Foreign 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 contractor(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 fulfilment 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 name 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 notwithstanding 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 discharge^{3d} 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 contractors(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 fulfilment 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:-

Appendix-V
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

and unless a claim under the guarantee is lodged with us (Bank) within six months from the date of expiry of this guarantee, vizâ€¦, 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.

2. 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 imported stores, Delivery Terms FOB/FCA shall be preferred, however the vendors can quote applicable INCOTERMS against the tender.

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 Indian agents while quoting on behalf of their Principals are requested to attach necessary authorization letter [PDF file] from their Principals.

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.

1.25 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.

1.26 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 IMPORTED PROCUREMENTS

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 Terms of Payment in case of Overseas Supplier[s]:

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

Our normal payment terms are Sight Draft through State Bank of India. For high value orders, 80% payment through Sight Draft and balance 20% upon satisfactory completion of installation and acceptance of the equipment and on production of a Performance Bank Guarantee for 3% of the Order value valid till 2 months after the expiry of warranty period.

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

4.2 The Sight Draft/Letter of Credit will be operative on presentation of the following documents:

(a) Original Bill of Lading/Airway Bill. (b) Commercially certified Invoices in triplicate describing the Stores delivered, Quantity Unit Rate and their Total Value. The Invoice should indicate the discounts, if any and Agency Commission separately. (c) Packing List showing individual Dimensions and Weight of the Packages. (d) Country of Origin Certificate can be declared on the Invoice. (e) Test Certificate. (f) Declaration by the Seller that the Contents in each case are not less than those entered in the Invoices and the quality of the Stores are guaranteed as per the specification asked by the Purchaser. (g) Warranty and Guarantee Certificates.

4.3 Packing:

(a) The Contractor wherever applicable shall pack and crate all Stores for Sea/Air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with Internationally accepted Export practices and in such a manner so as to protect it from damages and deteriorations in transit by Road, Rail or Sea. The Contractor[s] shall be held responsible for all damages due to improper packing.

(b) The Contractor shall ensure that each Box/Unit of shipments are legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

(c) The Contractor shall notify the Purchaser of the date of shipment from the Port of Embarkation as well as the expected date of arrival of such shipment at the designated Port of Arrival.

(d) The Contractor shall give complete shipment information concerning the Weight, Size, content of each packages etc.,

(e) Transshipment of Stores shall not be permitted except with written permission of Purchaser.

(f) Apart from the dispatch documents negotiated through Bank, the following document shall also be airmailed to the Purchaser within 7 days from the date of shipment by Sea and within 3 days in case of Air Consignment:

- a. Commercial Bill of Lading/Air Way Bill, Post Parcel Receipt (two non-negotiable copies).
- b. Invoice (3 copies).
- c. Packing List (3 copies).
- d. Test Certificates (3 copies).
- e. Certificate of Origin as declared in the Invoice.
- f. Warranty/Guarantee Certificate

Contractor shall also ensure that one copy of the Packing List is enclosed in each case/box.

5.0 (a) Part shipment is not allowed unless specifically agreed to by us.

(b) As far as possible, Stores should be dispatched by Indian Flag Vessel / Air India or through any Agency nominated by us.

6.0 Import Licence:

All Imports are being covered under Free Importability under Para 2.1 of Chapter 2 of EXIM Policy 2015-2020 of Government of India. No separate Import License is required. If it is required subsequently, Department will obtain necessary Import License. Similarly, if Export License is required, the Tenderer[s] shall mention the same while submitting the offer.

7.0 Address of Indian Agent:

In case of the overseas Supplier, please mention the Name and complete Postal Address of their Indian Agent with necessary details regarding Type of Relationship, Proof of Certificate if any.

8.0 Guaranteed Time of Delivery:

The time for and the date of delivery of Stores will be deemed to be the essence of the Purchase

Order/Contract failing which Purchaser reserves the right to Cancel the Order/Contract at his discretion.

9.0 Inspection and Acceptance Tests:

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

9.2 For tests conducted at the premises of the Contractor or any of his sub-contractors, the Contractor shall Provide Free of Cost Assistance, Labour, Materials, Electricity, Fuel and Instruments as may be required or as may be reasonably needed by the Purchaser's representative to carry out the tests efficiently.

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

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

11.0 Mode of Despatch:

11.1 For Air Consignments:- Generally, Stores should be dispatched by Air Freight through Purchaser nominated freight forwarder as per the delivery terms and mode of dispatch mentioned in the Purchase Order. A copy of the Invoice and Packing List should invariably be kept inside each of the package. Port of Entry:- RAJIV GANDHI INTERNATIONAL AIRPORT, HYDERABAD.

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

12.0 Ultimate Consignees:

Senior Purchase & Stores Officer [Stores], National Remote Sensing Centre, Hyderabad or otherwise mentioned in the tender.

13.0 Shipping Marks:

The marks on the shipping documents such as Invoice, Bill of Lading/Airway Bill and on the packages should be as follows:

PURCHASE ORDER NO.:

DATE:

GOVERNMENT OF INDIA, DEPARTMENT OF SPACE

..(name of the Centre/Unit)

.(address)

DESTINATION :

PORT OF ENTRY Air freight to ./ Sea freight to

14.0 Demurrage:

Supplier shall bear demurrage charges if any, incurred by the Purchaser due to delayed presentation of shipping documents as prescribed in Para 4.3(f) to the Bankers within reasonable time (say within 7 days) from the date of Bill of Lading for Sea Consignments and within 3 days from the date of Air Way Bill for Air Consignments.

15.0 Insurance of the Stores:

No Insurance is required at our cost. The Supplier shall be responsible for Insuring the Stores wherever considered necessary. The Contractor shall however, be responsible for notifying to the Purchaser or the Insurer nominated by the Purchaser, the complete details of the proposed shipments including the value of each shipment and other relevant data immediately after shipment, to enable the Purchaser or the Insurers to arrange for the issuance of the Insurance Policy, if required. The necessity or otherwise of Insurance will be as indicated in the Purchase Order.

16.0 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.16.0 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.

17.0 Contractor[s] Default Liability:

17.1 The Purchaser may upon written notice of default to the Contractor, may terminate the Contract by giving 30 days prior notice in whole or in part in circumstances detailed hereunder:-

(a) If in the judgment of the Purchaser, the Contractor fails to make delivery of Stores within time specified in the Contract/Agreement or within the period for which extension has been granted by the Purchaser to Contractor.

(b) If in the judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this Contract.

17.2 In the event of Purchaser terminating the Contract in whole or in part thereof, as provided in Clause 17.1, the Purchaser reserves the right to Purchase, upon such terms and in a manner as he may deem appropriate, Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar Stores, and/or for Liquidated Damages for delays as defined in Clause 22.0 until such reasonable time as may be required for the final supply of Stores.

17.3 If Contract is terminated as provided in Clause 17.1 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.

(a) Any completed Stores.

(b) Such partially completed Stores, drawing information and Contract right (here-in-after called manufacturing material) as the Contractor has specifically produced or acquired for the Contract as terminated. The Purchaser shall pay to the Contractor, the Contract price for completed Stores delivered to and accepted by the Purchaser and for manufacturing materials delivered and accepted.

17.4 In the event, the Purchaser does not terminate the Contract as provided in Clause 17.1, the Contractor shall continue the performance of the Contract, in which case he shall be liable to the

Purchaser for Liquidated Damages for delay as set out in Clause 22.0 until the Stores are accepted.

18.0 Replacement:

If the Stores or any portion thereof, is damaged or lost during the transit, the Purchaser shall give notice to the Contractor setting forth particulars of such Stores damaged or lost during transit. The replacement of such Stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. The payment for the replacement of Stores shall be in accordance with the responsibilities as per INCOTERMS.

19.0 Rejection:

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

- (a) Replace or rectify such defective Stores and recover extra cost so involved from the Contractor or
- (b) Terminate the Contract for default as provided under Clause 17.0 above.
- (c) Acquire the defective Stores at a reduced price considered equitable under the circumstances.

The provision of this Article shall not prejudice the Purchasers rights under Clause 22.0.

20.0 Force Majeure:

20.1 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.

20.2 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.

20.3 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 carry out 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.

21.0 Erection of Plant and Machinery:

Wherever erection of 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.

22.0 Delay in Completion/Liquidated Damages:

If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof, the Purchaser shall recover from the Contractor as Liquidated Damages a sum one-half of one percent (0.5 percent) of the Contract price for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent (10 percent) of the Contract price. Stores will be deemed to have been delivered only when all its component/parts are also delivered in full to make use of the whole system/equipment as the case may be. If certain components/parts are not delivered in time, the entire value of Contract/Stores will be considered as delayed until such time as the missing parts are delivered.

In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such Stores shall be received under protest. The Stores shall be accepted without prejudice to the terms and conditions of the Purchase Order/Contract.

23.0 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.

24.0 Arbitration:

In the event of any dispute, disagreement, difference, claim or question relating to the interpretation and application of the Purchase Order/Contract, such dispute, disagreement, difference, claim or question 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, disagreement, difference, claim or question shall be referred by the Contractor in writing to Director, National Remote Sensing Centre, Hyderabad within 30 days after the receipt of final payment for appointment of Arbitrator in accordance with the rules and

procedures of Indian Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator shall be final and binding on both the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration proceedings shall be conducted at National Remote Sensing Centre, Hyderabad

Pending the submission of and/or decision on a dispute, disagreement, difference, claim or question or until the Arbitral award is published; the Parties shall continue to perform all of their obligations under this Purchase Order/Contract without prejudice to a final adjustment in accordance with such award.

25.0 Arbitration with Overseas Supplier:

In the event of any dispute or difference arising out of or in connection with this Purchase Order/Contract, such dispute or difference shall be settled amicably by mutual consultants or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules & Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The decision of the Arbitrator shall be final and binding upon the parties and the expenses for the arbitration shall be paid as may be determined by the Arbitrator.

26.0 BANK CHARGES:

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

27.0 Language and Measures:

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

28.0 Applicable Law:

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

29.0 Jurisdiction:

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

30.0 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.

31.0 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.

32.0 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.

33.0 Bank Charges:

All Bank Charges Payable within India shall be borne by Purchaser. Similarly, all Bank Charges Payable outside India shall be borne by the Supplier.

34.0 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.

35.0 Taxes:

(i)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 \AA \AA Integrated Tax (Rate) dated 14.11.2017. NRSC will issue IGST Exemption Certificate.

36.0 Customs Duty:

National Remote Sensing Centre, Hyderabad is eligible for concessional rate of Customs Duty @ 5.5%, vide Notification No.51/96, Customs dated July 23, 1996 read with Notification No 43/2017 dated 30.06.2017 and amended from time to time. The necessary Customs Duty Exemption Certification [CDEC] shall be provided in case of Import Orders/ imported supplies/ High Sea Sales. In this connection, tenderer has to provide the following.

- (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.

Tenderers are requested to take note of this aspect and submit the Offer

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.

37.0 Annual Maintenance Contract [AMC]/Extended Warranty:

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.

38.0 Transparency:

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

39.0 Participation of Indian Agents:

In a Tender, either the Indian Agent on behalf of Principal/OEM or Principal/OEM itself can bid. But both cannot bid simultaneously for same item/product. If an Agent submit bid on behalf of Principal/OEM, the same Agent shall not submit a bid on behalf of another Principal/OEM in the same Tender for the same item/product.

40.0 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.

41.0 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.

42.0 High Sea Sale:

Tenderers submitting offer[s] against High Sea Sale Trade, the price of such offers be in Indian Rupees only and shall be inclusive of Freight and Clearance Charges for delivery up to National Remote Sensing Centre, Hyderabad. The offers shall be Firm, Fixed Price without any variation in Exchange Conversion Rate whatsoever. No Sales Tax will be applicable for High Sea Sale.

43.0 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.

44.0 Agency Commission:

The amount of Commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent[s] by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from the Indian Agent by applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order/Contract and within 30 days from the date of receipt and acceptance of the Stores. The Contractor shall Invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the Invoice which would be paid to the Indian Agent[s] directly by the Purchaser. However, the Contractor[s] quote should separately reflect the amount of Commission payable to his Indian Agent.

As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian Agents who desired to quote directly on behalf of their Foreign Principals to get

themselves enlisted with the Central Purchase Organization [Eg: DGS&D]

45.0 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).

46.0 The Authority of person signing the Tender, if called for shall be produced.

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

48.0 The Purchaser reserves the right to accept or reject any offer in whole or in part by recording the reasons.

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

50.0 Permitted Number of Shipment [ONE] only. Any additional is shipment will be at suppliers cost. Part shipment is not allowed unless specifically agreed to by us.

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

52.0 Where Erection, Assembly or Commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damages sustained due to delay in fulfilling this responsibility.

53.0 For items having Shelf Life, the same shall be supplied with maximum Shelf Life if order is placed.

54.0 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.

55.0 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.

56.0 Risk Purchase:

Risk Purchase Clause will be applicable wherever considered necessary.

57.0 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.

58.0 Conditional Discount/Offer:

Conditional Discounts/Offer will not be considered.

59.0 Free Supply of Public Tender Documents:

One set of tender documents, can be supplied free of cost to Government Departments, Public Sector Undertakings [both Central and State]. Tender documents, can also be supplied free of cost to Foreign sources.

60.0 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.

61.0 Parallel Contract:

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

62.0 Security Deposit:

(i) In Case of submission of BG by Indian Agent on behalf of Foreign Supplier:

3% value of the order shall be deposited by Indian Agent on behalf of Foreign Supplier 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.

NOTE : (ii) In case of submission of BG by Foreign suppliers, the BG shall be submitted from First class international reputed bank.

In case the vendor fails to furnish the Security Deposit within 15 days after the receipt of PO or on signing of the Contract or any extension thereof, NRSC reserves the right to terminate or cancel the Purchase Order/ Contract and the EMD if any executed shall be forfeited apart from initiating appropriate penal action .

The Security Deposit will not carry any interest and shall be returned after completion of all the

obligations of the Contract.

SD ISNOT REQUIRED, IF THE LANDED COST IS BELOW Rs.5 LAKHS.

63.0 Performance Bank Guarantee [PBG]:

(i) In Case of submission of BG by Indian Agent on behalf of Foreign Supplier:

3% of the total order value shall be submitted by Indian Agent on behalf of Foreign Supplier 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-II) 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.

NOTE : (ii) In case of submission of BG by Foreign suppliers, the BG shall be submitted from First class international reputed bank in the form of Bank Guarantee (as per format given by NRSC-Specimen copy enclosed as Appendix-III)

OR

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.

63.1 COMBINED BANK GUARNATEE (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-IV).

This will be returned by NRSC ion 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.

63.2 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-V

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

64.0 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.

65.0 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.

66.0 Limitation of Liability:

66.1 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.

66.2 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.

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

Bid from vendors that share land border with India :

Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per Ministry of Finance

Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 & OM no. F. No. 18/37/2020-PPD Dated 08th February, 2021.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

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

III. Bidder 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. In case of Work contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India:

- i) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as sub-contracting.
- ii) However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. 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.

*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.

C. Bid Templates

C.1 Technical Bid - PROCUREMENT OF GREEN HOUSE GAS ANALYSER

1. PROCUREMENT OF GREEN HOUSE GAS ANALYSER

Item specifications for PROCUREMENT OF GREEN HOUSE GAS ANALYSER

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	GAS ANALYSER		-		

Document : Specifications

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	PROCUREMENT OF GREEN HOUSE GAS ANALYSER	As per Specification sheet	Yes / No / Explain		

Supporting Documents required from Vendor

1. Bid Security Declaration

2. OEM Authorization

3. BOM

4. Technical Specification Documents

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Supply and installation of GREEN HOUSE GAS ANALYSER	Yes / No / Explain	
2	Taxes & Duties a) Taxes shall be distinctly shown in the offer. b) GST/IGST: Please mention GST only in percentage. (HSN/SAC code shall be indicated for each item and accordingly mention the GST Rate applicable as per prevailing guidelines).	Yes / No / Explain	
3	<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% along with applicable rate of IGST. 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% along with applicable rate of IGST or extra.</p> <p>(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	
4	Please mention your GST registration details GST No. for NRSC :36HYDN00485C1DF	Yes / No / Explain	
5	In case of Specific Brand items, Please provide Authorization certificate from OEM.	Yes / No / Explain	

6	<p>Delivery Term:- In case of imported stores, Delivery Terms FOB/FCA shall be preferred, however the vendors can quote applicable INCOTERMS against the tender.</p> <p>Delivery Place: NRSC, SHADNAGAR HYDERABAD</p>	Yes / No / Explain	
7	<p>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.</p>	Yes / No / Explain	
8	<p>Delivery Period : (i)For Supply : (ii)For Installation/commissioning (if applicable) :</p>	Yes / No / Explain	

	<p>Payment Term :</p> <p>(a) Being a Government of India Department, the normal terms of payment are by Sight Draft [SD].</p> <p>(b) Our normal payment terms are Sight Draft through State Bank of India. For high value orders, 80% payment through Sight Draft and balance 20% upon satisfactory completion of installation and acceptance of the equipment and on production of a Performance Bank Guarantee for 3% of the Order value valid till 2 months after the expiry of warranty period.</p> <p>However, other terms of payment like establishment of Letter of Credit [LC] may be considered by the Purchaser on such terms and conditions as may be agreed upon.</p>		
9	<p>The Sight Draft/Letter of Credit will be operative on presentation of the following documents:</p> <p>(a) Original Bill of Lading/Airway Bill. (b) Commercially certified Invoices in triplicate describing the Stores delivered, Quantity Unit Rate and their Total Value. The Invoice should indicate the discounts, if any and Agency Commission separately. (c) Packing List showing individual Dimensions and Weight of the Packages. (d) Country of Origin Certificate can be declared on the Invoice. (e) Test Certificate. (f) Declaration by the Seller that the Contents in each case are not less than those entered in the Invoices and the quality of the Stores are guaranteed as per the specification asked by the Purchaser. (g) Warranty and Guarantee Certificates.</p>	Yes / No / Explain	
10	<p>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.</p>	Yes / No / Explain	

11	Warranty: 03 years Comprehensive Onsite Warranty should be provided from the date of installation/acceptance of the item at our site.	Yes / No / Explain	
12	<p>Performance Bank Guarantee (PBG) Clause: (i) In Case of submission of BG by Indian Agent on behalf of Foreign Supplier: 03% of the total order value shall be submitted by Indian Agent on behalf of Foreign Supplier 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-II) 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>NOTE : (ii) In case of submission of BG by Foreign suppliers, the BG shall be submitted from First class international reputed bank in the form of Bank Guarantee (as per format given by NRSC- Specimen copy enclosed as Appendix-III) OR 03% 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	

13	<p>Security Deposit (SD) Clause: (i) In Case of submission of BG by Indian Agent on behalf of Foreign Supplier:</p> <p>03% value of the order shall be deposited by Indian Agent on behalf of Foreign Supplier 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.</p> <p>NOTE : (ii)In case of submission of BG by Foreign suppliers, the BG shall be submitted from First class international reputed bank.</p> <p>In case the vendor fails to furnish the Security Deposit within 15 days after the receipt of PO or on signing of the Contract or any extension thereof, NRSC reserves the right to terminate or cancel the Purchase Order/ Contract and the EMD if any executed shall be forfeited apart from initiating appropriate penal action .</p> <p>The Security Deposit will not carry any interest and shall be returned after completion of all the obligations of the Contract.</p> <p>(ii) NOT REQUIRED,IF THE LANDED COST BELOW Rs.5 LAKHS.</p>	Yes / No / Explain	
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14	<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 & one for PBG, they can submit a combined BG for SD & PBG for 03% 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). 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	
15	<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	
16	<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	
17	<p>In case of foreign orders,</p> <p>(a) Please specify whether any Export clearance is required.</p> <p>(b) Please specify whether End-Use Certificate is required.</p> <p>(c) Please specify whether any agency commission is involved or not</p>	Yes / No / Explain	
18	<p>Special conditions against Indian Agents submitting quotations in Foreign Currency.</p> <p>(a) Foreign Principals proforma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.</p> <p>(b) Copy of Agency agreement with the Foreign Principal, precise relationship between them and their mutual interest in the business.</p>	Yes / No / Explain	

19	Please provide the following details in order to facilitate us to register in PFMS. This is mandatory for making payment: 1) Bank Account Number 2) IFSC Code 3) PAN No 4) GST Registration No and copy of GST registration certificate 5) Mobile No 6) Email ID	Yes / No / Explain	
20	HDD Clause : In case of any Hard Disk failure during the warranty period, the same shall be replaced without any additional cost to NRSC and without insisting for the faulty disk.	Yes / No / Explain	
21	Any Other terms	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	PROCUREMENT OF GREEN HOUSE GAS ANALYSER	1.00 Lot		-		