

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

Tender for ENTERPRISE CLASS TAPE LIBRARY FOR IMGEOS

Bids to be submitted online

Tender No.: NRSC/PURCHASE UNIT 2/NR202500030901 dated 16-04-2026

A. Tender Details

Tender No : **NRSC/PURCHASE UNIT 2/NR202500030901**

Tender Date : **16-04-2026**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT 2**

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

ENTERPRISE CLASS TAPE LIBRARY FOR IMGEOS

ENTERPRISE CLASS TAPE LIBRARY FOR IMGEOS

GEM NON-AVAILABILITY - GEM/GARPTS/10042026/NK429E4BGE6D

This is a Global Tender Enquiry. All vendors (Class-1, Class-2 & Non-Local suppliers) are eligible to participate in the tender.

A.1 Tender Schedule

Bid Submission Start Date : **16-04-2026 14:00**

Bid Clarification Due Date : **21-04-2026 15:00**

Bid Submission Due Date : **12-05-2026 15:00**

Bid Opening Date : **12-05-2026 15:01**

Price Bid Opening Date : **12-05-2026 15:05**

B. Tender Attachments

NA

Instructions To Vendors

1. TENDER TERMS & CONDITIONS FOR DOMESTIC TENDERS

1. GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
NATIONAL REMOTE SENSING CENTRE

INSTRUCTIONS TO TENDERERS AND GENERAL TERMS & CONDITIONS

DOMESTIC TENDER

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

CHAPTER-1

Sl. No Description

1 Important:

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

1.2 If the Tenderer is found ineligible after opening of tenders, his tender shall become invalid ipso facto, and costs of the tender document if any shall not be refunded. Offers which are not in compliance with the tender conditions may be rejected, without assigning any reasons thereof. In case of failure to furnish all requisite information or and/or documents, the offer may be rejected. Notwithstanding the foregoing, National Remote Sensing Centre [NRSC], Hyderabad reserves the right to assess the capability of the Tenderer to perform the contract keeping in view the overall interest of NRSC. In the event, the Tenderer's capability and capacity are found to be unsatisfactory, NRSC reserves the right to reject the bid, without assigning any reasons thereof.

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

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

1.4 All requirements stated herein below are a minimum and NRSC reserves the right to request for any additional information and also reserves the right to reject the proposal of any Tenderer, if in the opinion of NRSC, the qualification or data is incomplete or if the Tenderer is found not qualified to satisfactorily perform the contract. The Tenderer shall bear all costs and expenses associated with preparation and submission of bid including post bid discussions, technical and other presentations and NRSC will in no case be responsible or liable for such costs, regardless of the outcome of the bidding process. The Tenderer shall also not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with the submission of the Bid or its consideration by NRSC, even though NRSC may elect to modify or withdraw the invitation to Bid or not to accept the Bid.

1.5 At any time prior to the deadline for submission of bids, NRSC may for any reason on its own initiative modify the bidding document by amendment. The amendment will be notified in e-procurement portal only. NRSC shall bear no responsibility or liability arising out of non-viewing of the same in time or otherwise. Notwithstanding the above, NRSC may at its discretion extend the deadline for submission of bids in order to afford reasonable time to prospective Tenderers to take into account the amendment in preparing the bids.

1.6 All the bids in prescribed form enclosed with tender documents must be submitted before the time and date fixed for the receipt of offers as set forth in the tender document. NRSC will not be responsible for non-receipt of tender[s]/offer[s] due to any loss of tender documents and it shall be the sole responsibility of the Tenderer to ensure uploading of the tender[s]/offer[s] within the time fixed and NRSC will not be responsible for non-submission of tender(s)/offer(s) within the stipulated date and time due to any software issues or Network issues or Server down. Tenderer(s) shall submit their bid(s) well in advance to overcome last minute glitches.

1.7 NRSC reserves the right to accept or reject any of the tender in full or part without assigning any reasons thereof. Offers received after stipulated time and date will be rejected.

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

1.9 Bidders are also encouraged to visit CPPP portal regularly for tender notifications.

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

1.11 Tenderers shall submit quotations through Online mode Only. The Tender shall be complete in respect of all technical specifications, instructions, drawings, pamphlets and catalogues, as per the tender document. Failure to furnish all information as per the requirements of the tender document and submission of bid not substantially responsive to the tender document shall render the tender liable for rejection. Any/All Bids by way of Fax/E-mail shall not be accepted.

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

1.13 All available technical literature, catalogues, Tender Specific Original Equipment Manufacturer Authorization Certificate [OEM] and other data in support of the specifications and details of the items

should be furnished along with the offer wherever necessary. Unsolicited documents received after Tender due date & time shall not be entertained.

1.14 Samples, if called for, should be submitted free of charges by the Tenderers and NRSC shall not be responsible for any loss or damages thereof, due to any reason whatsoever. All incidental expenses towards submission of samples including Freight charges, Taxes & Duties etc shall be borne by the Tenderer. Delivery of samples to NRSC Stores shall be the responsibility of Tenderer. In the event of non-acceptance of tender, the Tenderer will have to remove/take away the samples at their own expenses.

1.15 Specifications: The description of the system in the documents supplied by the Tenderer along with the Bid shall be such as to ensure a clear understanding of the same and to permit its comparative evaluation. Stores offered should strictly confirm to NRSC Specifications. Deviations, if any, should be clearly indicated by the Tenderer in their quotation. The tender should also indicate the Make/Type, number of the Stores offered and provide catalogues, technical literature, and samples, wherever necessary along with the quotations. Test Certificate wherever necessary should be forwarded along with Supplies. Whenever options are called for in tender Specifications, the Tenderer should address all such options. Wherever specifically mentioned in the tender, the Tenderer could suggest changes to specifications with appropriate justification for the same.

1.16 All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, the amount quoted in words shall prevail over the amount mentioned in figures.

1.17 The Bid and the prices quoted shall remain valid for 90 days for Single Part Tender. In case of Two Part Tender, bid validity shall remain valid for 180 days from the date of opening of part 1. A bid valid for a shorter period shall be liable for rejection.

1.18 Earnest Money Deposit [EMD]:

a. Vendors submitting bids through EGPS online - No EMD is applicable. However, in case if any specific requirement of EMD is there, the same will be mentioned in the Additional terms and conditions under "Vendor specific terms".

b. Bid Securing Declaration: The Tenderers/Bidder have to sign a Bid Securing Declaration accepting that if the Tenderer[s] withdraw or modify their Bids during the period of validity, or if they are awarded the Contract and they fail to sign the Contract, or fail to submit a Security Deposit & Performance Bank Guarantee before the deadline stipulated in the request for Bid Documents, they will be suspended for the period of 01 year and such Tenderer[s] will not be eligible to submit Bids for future tenders.

1.19 Micro and Small Enterprises [MSEs]

a. In order to avail the benefits extended by Government of India to the Micro and Small Enterprises [MSEs] in respect of Goods and Services as per provision of the policy, MSEs registered Udyam Registration, or any other Body specified by Ministry of MSME have to submit a copy of Valid Certificate with self-attestation along with the Techno-commercial bid. No Certificate claiming exemption will be entertained after Tender due date. MSEs should be manufacturer of the offered item.

b. Performance Security is mandatory for Goods and Services even for MSEs.

c. If the MSE Tenderer[s] is/are SC/ST/Woman entrepreneur owned MSEs, specific mention for the same should be there in the valid certificate submitted by the tenderer.

d. Tenderers claiming MSME benefit shall furnish copy of VALID Udyam Registration No. for the

product quoted/offered

2.0 INSTRUCTIONS TO E-PROCUREMENT TENDERERS

2.1 NRSC invites offer[s] through e-tender portal for the supply of Stores. The Suppliers need to get enrolled in the e-tender portal to access tender and submit their offer online. Tenderers need to have Digital Signature Certificate as detailed on NRSC e-portal. Only online tenders will be accepted.

MANUAL/POSTAL/COURIER/E-MAIL/FAX OFFERS WILL NOT BE CONSIDERED. FURTHER, IT MAY BE NOTED THAT NO MANUAL TENDER DOCUMENT WILL BE ISSUED BY NRSC.

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

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

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

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

2.6 In the case of Two Part Tender, Price details should NOT be disclosed in the Part-1 [Technical and Commercial Bid] and in any other attachments enclosed in the Technical Bid. In case, Price details are mentioned, the bid/tender will be rejected. The Technical documents need to be attached online as a single PDF file without any price information.

2.7 In case of Two Part Tender, Commercial Terms to be covered in the Part-1 [Technical Bid] are Delivery Terms, Delivery Period, Payment Terms (without mentioning the price or amount), Security Deposit for performance of Contract and Performance Bank Guarantee for fulfilment of Warranty obligation, Validity of the Offer, Warranty/Guarantee, Liquidated Damages [for delayed supplies] and all available technical literature, catalogues and other data in support of the specifications and details of the items, etc. which have to be filled up online.

2.8 Prices are required to be quoted according to the units indicated, in the Part-2 [Price Bid] only. If documents with price details are submitted with techno-commercial part, such tenders will be treated as invalid.

2.9 The Price quoted must be firm and should indicate quantity wise unit rate separately which have to be filled online. The percentage of GST where legally leviable and intended to be claimed shall be calculated and indicated in the column provided in online forms explicitly.

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

2.11 For the Procurement of the goods or for providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST and other taxes. Any misclassification of HSN Code/ incorrect mentioning of GST/Taxes, will be on vendors account.

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

2.13 Those Tenderers who are participating for the first time in e-portal of ISRO e-procurement, have to submit their request for Registration through Online portal. Such requests should come within 05 working days in advance before last date for submission of bids. Furnishing incomplete details for registration shall be rejected. NRSC is not responsible for approval of any request for Registration

beyond stipulated time.

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

2.15 Once the offer is submitted through online mode by the Tenderer, no revision /modification/ alteration is permissible after the due date and time of submission of the offer.

2.16 The Part-1 [Technical Bid and Commercial Bid] opening date and time indicated is tentative. There may be changes/delay due to Network/ Computer Server related problems and the tender opening may get delayed by one or two days under such circumstances.

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

2.18 The Tenderer should submit along with his tender the Name of his Bankers, Account Number etc., mandatorily to National Remote Sensing Centre [NRSC]. NEFT Mandate form should be submitted along with the bid.

2. Chapter-2

Terms and Conditions:

Sl. No. Description

1.0 Definitions: In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

a. Acceptance of work shall mean conditional determination by Purchaser of the completion of the Work or any element thereof in accordance with the Contract, by issuance of a Certificate of Substantial Completion of Work as provided in the Contract.

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

c. Contract shall mean the documents forming the tender, the offer, the award of tender and the formal agreement executed between the competent authority on behalf of Purchaser and the Contractor, together with the documents referred to therein including the conditions enumerated herein, specifications, designs, drawings and instructions issued from time to time by the competent authority of Purchaser and all these documents taken together, shall be deemed to form one Contract and shall

be complementary to one another.

d. Contractor shall mean the individual, firm, Limited Liability Partnership [LLP] or company, undertaking the works and shall include the legal representatives, nominees, affiliates, successors-in-interest, permitted assigns, Heirs, Executors and Administrators of such individual, LLP, Firm or Company, unless repugnant to the context or meaning thereof.

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

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

g. Drawings shall mean the drawings referred to in the Contract document including modifications if any and such other drawings as may be from time to time, be furnished or approved by Purchaser.

h. Letter of Award shall mean Purchaser's letter or notification conveying its acceptance of the tender, subject to such conditions as may have been stated therein.

i. Month means English calendar month and Day means a calendar day of 24 hours each.

j. Purchaser shall mean the President of India represented by Director or Sr. Head/Head, Purchase and Stores/ Sr. Purchase & Stores Officer/Purchase & Stores Officer, National Remote Sensing Centre [NRSC] Hyderabad or his successors or assigns.

k. Purchase Order shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to therein accepting the Tender or offer of the Contractor.

l. Template shall mean the standard template of rates to be read with any of receipt amendments thereto issued up to the date of receipt of tender.

m. Stores shall mean what the Contractor agrees to supply under the Contract/Tender as specified in the Purchase Order including erection of plant and machinery and subsequent testing should such a condition be included in the Purchase Order.

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

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

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

2.0 National Remote Sensing Centre (NRSC) is one of the primary centres of Indian Space Research Organisation (ISRO), Department of Space (DOS)

3.0 Transparency: Tenderers are free to ask Purchaser for clarifications on the Bidding/tender terms and conditions, process, etc., during the procurement process. All such queries and clarifications shall be sought for in writing via e-mail and sent to the officer authorized by the Purchaser to issue such clarifications, as may be required. No verbal request will be entertained. Please note that unsolicited clarifications / changes / modifications sought by the vendors after submitting their bids will not be considered

4.0 Prices:

Only tenders offering Firm & Fixed Prices will be considered unless indicated in the RFP. The Contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items as specified hereinabove. The Tenderer shall quote prices separately furnishing break-

up of cost towards Basic Cost of Items testing, inspection, packing, forwarding, Freight, Handling, Insurance, Installation if any, and GST.

5.0 Price Variation for Long Term Contracts:

Where Tenderer[s] quote delivery period beyond 18 months, the illustrative formula for Price Variation Clause [PVC] shall be referred under General Financial Rules [GFR], 2017, Appendix-11 [see Rule 225 [viii] [b]. It may please be noted that the formula for Price Variation is available on the Website. (If applicable, details of PVC will be mentioned in the RFP).

6.0 Goods and Service Tax:

6.1 Government of India has implemented Goods and Services Tax [GST] w.e.f. 01.07.2017. The Tenderer[s] should mandatorily possess a valid GSTIN along with the GST Registration Certificate and submit the same along with the offer. In case, if the bidder is availing any exemption from GST, relevant documents substantiating the same should be submitted.

6.2 HSN Code and applicable rate of GST:

Taxes shall be distinctly shown in the offer.

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).

6.3 TAN OF NRSC: HYDN00485C

6.4 GSTIN OF NRSC Centres

36HYDN00485C1DF - NATIONAL REMOTE SENSING CENTRE,

Hyderabad

29BLRR08785A1D5 - REGIONAL REMOTE SENSING CENTRE-SOUTH

19CALR06459F1DX - REGIONAL REMOTE SENSING CENTRE-EAST

27NGPR02418D1DU - REGIONAL REMOTE SENSING CENTRE-CENTRAL

08JDHR04743E1D2 - REGIONAL REMOTE SENSING CENTRE-WEST"

7.0 Customs Duty

7.1 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 along with applicable rate of IGST (w.e.f 18.07.2022) and amended from time to time. The necessary Customs Duty Exemption Certification [CDEC] shall be provided in case of Import Orders/ imported supplies. In this connection, tenderer has to provide the following. (i) Please indicate whether your rate is inclusive of this Customs duty @ 5.5% plus applicable rate of IGST 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.

8.0 Evaluation of Tenders:

The Evaluation/Loading criteria as prescribed in RFP in respect of Payment Terms, Performance Security, Bank Guarantee towards free issue of materials [FIM], etc., having financial implications will

be considered to arrive at L-1 status.

9.0 Clarification regarding contents of the Bids:

9.1 During evaluation and comparison of bids, the Purchaser may, at its discretion, ask the Tenderer for clarification of his bid. The request for clarification will be sought through EGPS portal or e-mail and no change in prices or substance of the bid will be sought, offered or permitted.

9.2 All responsive bids shall be evaluated with a view to select the lowest [L1] Tenderer who meets the qualification criteria, techno-commercial aspects and shall be compared on a common platform on the basis of total evaluated cost of each offer which will be arrived at by adding the basic price as well as other charges, and all statutory levies/taxes/duties. Maintenance charges shall be taken into account if it forms part of the tender for the purpose of cost comparison. The financial implication shall be considered as the all-inclusive cost to the Purchaser. Evaluation of the bids shall be done on the basis of landed cost to the Purchaser.

9.2 a Purchaser discourages advance payment terms. In case of advance payment/ Milestone Payment, for the purpose of evaluation, interest shall be loaded on the amount so paid as advance for the delivery period quoted, as per Marginal Cost of funds based Lending Rate [MCLR] or any other rate as notified by Reserve Bank of India from time to time, prevailing on the date of tender opening. Further, for any delay in executing the contract, Purchaser shall recover interest on the amount paid as advance for the delayed period at the MCLR of State Bank of India prevailing on the date of the payment besides other remedies available for breach of the contract.

9.3 If a firm quotes NIL charges/consideration for any of the priced items or Service Contracts, the bid shall be treated as unresponsive and will not be considered.

9.4 Evaluation of the bids shall not be done on the basis of conditional discounts. However, in case if the vendor is technically and commercially evaluated as L1, rights reserved to avail the same.

9.5 Purchaser reserves the right to give preference for procurement of goods in terms of product reservation and preferential / mandatory purchase policy as notified by Government of India from time to time. Tenderers claiming any preference shall submit relevant and valid registration certificate along with the tender. No certificate claiming any concession shall be considered after Tender due date.

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

9.7 Purchaser reserves the right to accept or reject any quotation in full or part thereof by recording the reasons. The Purchaser shall be under no obligation to accept the lowest or any tender and reserves the right to accept whole or any part of the tender or part of the quantity offered and the Tenderers shall supply the same at the rates quoted.

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

9.9 Tenderers are advised to refrain from contacting by any means, either NRSC and/or their employees/representatives on matters related to the tender which are under consideration. Adherence to this Clause is compulsory or otherwise the Tender will be rejected.

9.10 The tender evaluation and process of award of works is done by the Competent Authority and this Committee is authorized to discuss and get clarification/s from the Tenderers, if any. The Tenderer/s may be asked to give a presentation on their technical bid and arrange for functional demonstration of the stores offered. No change in the substance of the bid or the price thereof shall be

sought/offered/permitted.

10.0 Payment Terms:

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

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

11.0 Terms of Payment

11.1 The Contractor[s] Bill will be processed for payment only after the Stores have been received, inspected and accepted by the Purchaser. Normally 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). This is standard payment terms.

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

11.3 Any other payment terms offered by the Tenderers may be considered by the Purchaser provided that all such payments shall be against receipt of the items / satisfactory completion of service / identified verifiable milestones.

11.4 In case of AMC/CAMC, payment will be made on (quarterly/half-yearly/yearly) only after satisfactory completion of services and after deducting downtime compensation clause (as specifically mentioned in the RFP)

11.5 For contracts where supply and installation is involved and there are separate price indicated in the contract, then the payment terms are as follows: 1) 80% of the supply value will be paid after receipt and inspection of the items at site, 2) Balance 20% of the supply value plus 100% of the Installation value will be paid after satisfactory completion of installation, commissioning and acceptance of the items at our site. Wherever, composite price is indicated for complete supply plus installation standard payments terms as stated in clause No. 11.1 will prevail. (Payment will be released only after submission of the Installation report duly signed by Purchaser and Contractor).

12.0 Bank Guarantee: (Bank Guarantee to be submitted in the prescribed format only)

12.1 Performance Security [PS]:

12.2 Within 15 days from the date of issue of the Purchase Order or within such extended time as may be granted by the Purchaser in writing, the Contractor shall execute an irrevocable interest free Performance Security for 03% of the Contract value to ensure due Performance of the Contract including the fulfilment of the Warranty obligation. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Tenderers failure to complete his obligations under the contract. The Purchaser shall discharge the performance security bond after completion of Tenderer's performance obligations including the warranty and post-warranty obligations under the contract.

12.3The cases where AMC/CAMC is applicable, The contractor has to submit Bank Guarantee for 03% of the AMC/CAMC Value valid till the total completion of the contract period plus an additional period of 60 days beyond the date of completion of all contractual obligations.

12.4The Performance Security may either be furnished in the form of an Insurance Surety Bond, Account Payee Demand Draft; or Fixed Deposit Receipt from a Nationalized or Scheduled Bank, or Bank Guarantee from a Nationalized or Scheduled Bank or Online Payment in favour of Accounts Officer, National Remote Sensing Centre [NRSC], Hyderabad. The Bank Guarantee must be valid till its contractual obligation plus an additional period of 60 days beyond the date of completion of all contractual obligations.

12.5In the event the work is not completed within the stipulated period, the contractor shall get the Performance Security be extended.

12.6The Bank Guarantee shall be executed on a Non-judicial stamp paper of Rs.100/- or more value as per Specimen.

12.7The Performance Security will not carry any interest and shall be returned after completion of all the obligations of the Contract.

12.8Adherence to this clause is compulsory or otherwise, the Tender will be rejected.

12.9In the event the Contractor fails to furnish the Performance Security within 15 Days as stipulated hereinabove, i.e. after the receipt of Purchase Order or on signing of the Contract or any extension thereof, the Purchase Order/ Contract shall be cancelled and terminated at the Contractors risk, cost and liability. The Earnest Money Deposit, if any executed shall be forfeited and appropriate penal and legal action shall be initiated.

12.10Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of Performance Security, and instead, an Indemnity Bond (as per the prescribed format) shall be executed by them in lieu of Performance Security.

12.11Bank Guarantee towards Free Issue Materials (FIM):

a.The successful Tenderers shall furnish Bank Guarantee (BG) towards the cost of Free Issue Materials issued by Purchaser (if any) towards adequate Security for the FIM for the execution of the Contract and the said Tenderer will be duly authorized by PURCHASER to collect the free issue materials from NRSCs site subject to the furnishing of the aforesaid Bank Guarantee. The BG is to be kept valid till supply and acceptance of the final product. Adherence to this Clause is compulsory or otherwise the Tender will be rejected.

b.In the case of Public Sector Undertaking, Public Sector Enterprises and Government Organization, Indemnity Bond [IB] together with Insurance shall be considered in place of BG.

c.For Fabrication of items, in case FIM issued by NRSC, the Supplier should quote the rates considering the Scrap Materials generated and taken over by Supplier.

12.12The Bank guarantee issued by the Issuing Bank on behalf of contractor/ supplier in favour of National Remote Sensing Centre shall be in paper form as well as issued under Structured Financial Messaging System. The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of the Beneficiary : Beneficiary: Pay and Accounts Officer, HA&IFA, NRSC, Hyderabad.

Bank : State Bank of India

Branch: NRSA Branch

IFSC: SBIN0010358

Branch Code: 10358

Bank Email: sbi.10358@sbi.co.in

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

12.13 Material Bank Guarantee: As the material is a property of NRSC/ISRO, in case of transporting the material or a defective part outside the installed premises during the Warranty period, a suitable replacement for the defective part of the equipment or Material Bank Guarantee towards the value of the defective item/ equipment shall be provided to enable us to hand over the item or defective parts to the vendor for repairs. Material Bank Guarantee shall be provided as per the format which shall be sent along with the purchase order.

13.0 Packaging:

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

14.0 High Sea Sale:

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

15.0 Guaranteed Time of Delivery:

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

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

15.3 Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss / damage sustained due to the delay in fulfilling this responsibility.

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

15.5 The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain?' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

16.0 Mode of Dispatch: RAIL/ROAD, The quotation should be on FOR-Destination / Door delivery basis. For software through Online/Email.

17.0 Ultimate Consignee: (Refer exact location in the vendor specified terms)

Senior Purchase & Stores Officer [Stores]

1) NRSC, Balanagar

2) NRSC, Shadnagar-ES, Annaram Village Road, Shadnagar - 509202, Ranga Reddy District, Telangana State

18.0 Insurance of the Stores:

No Insurance is required at National Remote Sensing Centre [NRSC] cost. The Contractor shall be responsible for insuring the Stores wherever considered necessary. The necessity or otherwise of Insurance will be as indicated in the Purchase Order.

19.0 Inspection and Acceptance Tests:

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

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

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

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

19.5 Pre-Delivery Inspection: Pre-Delivery Inspection if required, shall be carried out by NRSC Engineers at the Contractor's Factory Premises at our cost. The Contractor need not extend any Hospitality to our representatives. Contractor must extend facility and testing equipment for enabling inspection process.

20.0 Acceptance of Stores:

20.1 The Stores shall be tendered by the Contractor for Inspection at such places as may be specified by the Purchaser at the Contractor's own risk, expenses and cost.

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

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

20.4 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.

21 Contractor[s] Default Liability:

21.1 The Purchaser upon a written notice of default to the Contractor, shall be entitled to terminate the Contract by giving 30 days prior notice, in whole or in part, at the sole risk and cost of the Contractor, in circumstances detailed hereunder:-

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

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

21.2 If Contract is terminated as provided in Clause 21.0 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.

a) Any completed Stores.

b) The Purchaser shall pay to the Contractor, the Contract price for completed Stores delivered to and accepted by the Purchaser and for manufacturing materials delivered and accepted.

22.0 Replacement:

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

23.0 Rejection:

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

a) Repair, Replace or rectify such defective Stores and recover extra cost so involved from the Contractor; or

b) Terminate the Contract for default as provided under Clause 21.0 above. The right to terminate and the right to replace the Stores shall not be derogatory to one another and shall mutually complement one another. In other words, the Purchaser shall be entitled to take either decision, or both.

24.0 Force Majeure:

24.1 Neither party shall bear responsibility for complete or partial non-performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the 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.

24.2 The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 7 days from the date of the occurrence and cessation of the force majeure condition/s. In the event of delay lasting over one month, arising from force majeure causes, the Purchaser reserves the right to cancel the contract

without any obligation to compensate the Tenderer in any manner. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

24.3 Any Certificate issued by the Chamber of Commerce or any other competent authority or organization shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to 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.

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

25.0 Delay in Completion/Liquidated Damages:

25.1 a) Delivery period is the essence of the contract.

b) If the Contractor fails to deliver any or all of the Goods or fails to perform the incidental works/services (e.g., installation, commissioning or operator training) within the original delivery period(s) specified in the contract, the Buyer shall without prejudice to other rights and remedies available to the Buyer under the contract, deduct/recover from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% of the delivered price (including elements of GST & freight) of the delayed Goods for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of 5% of the contract value.

c) Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. In such a case, maximum limit on LD shall be 10% (instead of 5%) of the total contract value.

d) Stores will be deemed to have been delivered only when all their components, parts are also delivered and the stores should be put in use. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

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

26.0 Erection of Plant, Machinery and Installation of Software:

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

26.2 If it appears to the authorised representative of the Purchaser that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior quality or description,

or that any materials or articles procured by the tenderer for the execution of the work are of unsound quality or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the tenderer shall on demand in writing within 03 Months of the completion of the work from the said Authorised Representative notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require remove the materials or articles so specified and provide other proper and suitable materials or articles at its own cost. In the event Tenderer fails to rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of, as the case may be, it shall be so strictly at the risk and expense in all respects of the Tenderer, including the right to refund of payment received and also cost of rectification.

26.3 Wherever, Installation has been mentioned as a part of scope of work, It has to be ensured that INSTALLATION COMPLETION REPORT clearly indicating the date of completion is clearly mentioned in the REPORT. The report has to be signed both by the Vendor and NRSC Representative/END USER. Payment will be released only after receipt of installation report.

27.0 Standard Warranty/Guarantee:

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

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

27.3 If in the opinion of the Purchaser, it becomes necessary to repair, replace or renew any defective Stores, such repair, replacement or renewal shall be made by the Contractor Free of all Cost to the Purchaser, provided the notice informing the Contractor of the defect is given by the Purchaser in this regard within the said period of 12 Months from the date of acceptance of Stores thereof.

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

27.5 The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof, on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 Months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor. The Warranty/Guarantee certificate has to accompany the shipment.

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

27.7 Even while the 12 months guarantee applies to all Stores in case where a greater period is called

for by our Specifications then such a specification shall apply, in such cases the period of 12 months referred to in Clause 27 shall be the asked for guarantee period plus 2 Months.

28.0 Termination:

28.1 Under the normal circumstances, Termination/Short Closing of the Purchase Order/Contract is not foreseen. However, the Purchaser reserves the right to terminate the Contract in whole or in part by giving 30 days prior notice under any of the following circumstances:

- a) For repeated non-performance in the execution of Purchase Order/Contract.
- b) If the Contractor fails to deliver the final Product within the stipulated delivery schedule or any extension thereof, granted by National Remote Sensing Centre [NRSC].
- c) If the Stores repeatedly fails in the Inspection and does not pass Inspection and Quality requirements of Purchase Order/Contract and/or the Contractor is not in a position to either rectify the defects or offer the Stores conforming to the contracted Quality Standards.
- d) If the Contractor is unable to rectify the defects or offer replacements in lieu of defective items.
- e) If the final Product does not pass Inspection and Quality requirements of Purchase Order/Contract.
- f) If the Contractor fails to perform any other obligations under P.O/Contract.
- g) If the Contractor becomes bankrupt or otherwise insolvent.
- h) Owing to deficiency of service, breach of Contract.
- i) For inefficiency, indiscipline, irregularity, insincerity, indifference in work, indulges in corrupt practices, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.
- j) To terminate the Purchase Order/Contract at any time by giving 30 days prior notice.
- k) If the Contractor becomes bankrupt or otherwise insolvent or any petition seeking its insolvency is admitted by a Court/Tribunal of competent jurisdiction or if the Contractor applies for voluntary insolvency or enters into any arrangement for deferred payment to its creditors.

29.0 Parallel Contract:

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

30.0 Subletting/Assignment of the Contract:

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

31.0 Secrecy:

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

copies and duplicates, if any, immediately after they have been used for the agreed purpose, and shall be accompanied with a certificate of the Contractor signed by an authorised signatory that such technical information, drawings, etc. have been returned to the Purchaser and that the Contractor has not retained any copy/ies thereof with him.

32.0 Arbitration:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

33.0 Arbitration with Public Sector Undertakings:

Arbitration Clause for Contracts with CPSEs: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) and Government Departments/ Organizations, such disputes or differences (other than those related to taxation matters) shall be taken up by either party for resolution through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22-05-2018 and OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020 issued by the Department of Public Enterprises (DPE) under the Ministry of Heavy Industries and Public Enterprises, Government of India

34.0 Language and Measures:

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

35.0 Applicable Law and Jurisdiction:

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

36.0 Indemnity:

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

37.0 Counter Terms & Conditions:

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

38.0 Security Interest:

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

39.0 Training:

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

40.0 Purchase Preference to Public Sector Undertakings:

Wherever, Purchase/Price Preference is applicable for Public Sector Undertaking [PSUs], the same will be as per the extant orders of Department of Space.

41.0 Risk Purchase: (This is a standard clause, however, the same will be applicable only if specifically mentioned in the Vendor specified terms on case to case basis)

41.1 In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Purchaser shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract. GST will be charged / levied on Risk Purchase as per the provision of GST Act Rule thereon.

41.2 Risk purchase action may be initiated under any of the following conditions:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to

provide any genuine and bonafide reason for the delay in supply.

c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

42.0 Fall Clause:

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

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

43.0 Limitation of Liability:

43.1 Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the parties, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price (less payments already made in case of procuring entity), provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/ work under warranty Clause, Defect Liability clause or otherwise, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

43.2 Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which the other Party may suffer in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer."

44.0 Buy Back Offer:

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

45.0 Rejection of Bids:

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

46.0 Splitting of Order[s]:

The Volume/Quantity for certain specialized nature of jobs is considerably large and it is necessary the orders are split with more than one party in order to ensure timely delivery/services. Purchaser reserves right to split the Purchase Orders to more than one party. Specific split ratio if any, will be mentioned in the additional terms and conditions under Vendor specified terms.

47.0 Changes in the Name and Address of the Supplier:

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

48.0 Annual Maintenance Contract [AMC]:

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

48.2 Payment for Extended warranty support: After the completion of Standard warranty period, the payment towards extended warranty support shall be released on monthly/quarterly/half yearly/yearly after successful completion of service.

48.3 Payment for Annual Maintenance contract: The payment towards annual maintenance contract shall be released monthly/quarterly/half yearly/yearly basis after successful completion of the maintenance services.

48.4 In case of Non-Comprehensive AMC, Tenderers shall provide essential spare list with its price. In case of TWO PART Tender, same shall be provided along with PRICE BID as any disclosure of Price in Techno-commercial bid amounts for rejection.

Government Policies & guidelines:

49.0 Start-ups

The facilities/benefits will be extended for start-ups as per the Guidelines issued by Government of India, only if they technically qualify for tendered specifications.

50.0 Public Procurement [Preference to Make in India]:

Public Procurement (Preference to Make in India) order 2017- revision issued by Government of India, Department of Promotion of Industry and Internal Trade [DPIIT] Public Procurement [preference to Make in India] vide Order No P-45021/2/2017-PP(BE II) dated 16/09/2020, 19/07/2024 or as amended thereafter. Vendors should submit the offers in compliance with the make in india guidelines

51.0 Restrictions under Rule 144 (xi) of the General Financial Rules (GFR), 2017:

Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time) Restrictions on procurement from a bidder of a country which shares a land border with India

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

b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.

52.0 Government e-Market place [GeM]:

52.1 In terms of Rule No.149 of GFR 2017 Purchaser is authorized to procure Goods and Services through Online Government e-Market place [GeM] for common use Goods and Services which are

available in GeM.

52.2As per Office Memorandum No 6/9/2020-PPD dated 24/08/2020 of Department of Expenditure, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered on GeM and obtain a Unique GeM Seller ID, at the time of Placement of Order/acceptance of contract. Tenderers shall ensure the same.

52.3Code of Integrity in Public Procurement Misdemeanours and Penalties

53.1Code of Integrity

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

- 1) Corrupt practice - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process
- 2) Fraudulent practice - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract
- 3) Anti-competitive practice - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels
- 4) Coercive practice - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract
- 5) Conflict of interest - participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked or if they are part of more than one bid in the procurement or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain
- 6) Obstructive practice - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering or by concealing of evidence material to the investigation or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation or by impeding the Procuring Entity's rights of audit or access to information

53.2Obligations for Proactive Disclosures:

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

Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

53.3 Misdemeanours and Penalties

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

1) commits any of the following misdemeanours:

- (a) violates the code of Integrity or the Integrity Pact if included in the Tender/ Contract
- (b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by Bid Securing Declaration.

2) commits any of the following misdemeanours:

(a) has been convicted of an offence:

(i) under the Prevention of Corruption Act, 1988 or

(ii) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

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

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

53.4 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

53.4.1 if his bids are under consideration in any procurement

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- 2) calling off of any pre-contract negotiations, and
- 3) rejection and exclusion of Bidder from the Tender Process

53.4.2 if a contract has already been awarded

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

53.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

- 1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices
- 2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of

Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.

3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.

4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

5) Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred:

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

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

54 Bidders may also refer OM No. F1/4/2021-PPD dated 18/05/2023 issued by Department of Expenditure for concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order 2017

55 Guidelines on Debarment of firms from Bidding: Vendors may note the Guidelines on Debarment of firms vide O.M No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure in line with rule no.151 (iii) & 175 (1) (i) (h) (code of Integrity) of GFR (General Financial Rules). On submission of bids, it is presumed that bidders have read and understood the Debarment guidelines

56. Denial Clause: Wherever delay in delivery is due to a default by the seller, any increase in statutory duties and / or upward rise in prices due to the Price Variation clause and / or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves the right to get any benefit of a downward revision in statutory duties, PVC and foreign exchange rate during such period. Thus, PVC, other variation and foreign exchange clauses, in such cases operate only during the original delivery period.

NOTE: The above terms and conditions are standard conditions for participating in the Tender. Any clause specifically mentioned in the Vendor Specified terms or Technical Specification or Request for proposal, the same will be overriding the standard terms and conditions.

3. Annexure

Bid Security Declaration Form

(On Company Letterhead signed and stamped by the authorized signatory)

Date: _____

Tender No. _____

To
Head, Purchase & Stores
National Remote Sensing Centre
Hyderabad.

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint venture that submits the bid)

4. Annexure

To be printed in letter head OF THE BIDDER

Self-Certification under preference to Make in India order Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 & 19/07/2024 and as amended later, we hereby certify as below:

(A) Reference: Tender Enquiry No _____ dated _____

1. Name of the bidder: M/s _____

2. Category of local supplier: CLASS-1 LOCAL SUPPLIER /
CLASS-2 LOCAL SUPPLIER/
NON-LOCAL SUPPLIER
(Strike off which is not applicable)

3. Local Content % : _____%

(B) Details of locations at which local value addition will be made is stated as below:

Please Note that the services such as transportation, insurance, installation, commissioning, training and after sales support like AMC/CMC, etc shall not be considered for local value addition.

Declaration:

We also understand, 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 Financial Rules along with such other actions as may be permissible under law.

Thanking You

Signature with date:

Name:

Designation:

Official Seal:

5. BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

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 National Remote Sensing Centre, ISRO for (Contract no.) _____ dated _____ (hereinafter called the said Agreement), of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. _____ (Rupees ____ Only).

2. We, _____ (herein after referred 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 reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

3. 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 due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

4. We undertake to pay to the Government any money so demanded 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.

5. 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 discharged or till (date) _____ office/ Department/ Ministry of Department of Space 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 (date) _____ we shall be discharged from all liability under this guarantee thereafter.

6. 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 or 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 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 extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) 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.

7.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.

8.In accordance with the terms of said contract the contractor has undertaken to produce a bank guarantee for Rs._____ (Rupees __ Only) being 3% of the total value of the said stores supplied to you, for the due fulfillment of its obligations to the President of India for due performance as per the contract during warranty period.

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

10. We _____ (indicate the name of bank) lastly undertake nor to revoke this guarantee during its currency except with the previous consent of the Government in writing.

11.Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs. 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.

12.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 shall be discharged from the liabilities hereunder.

13.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.

14.Dated the (date) _____ for (name of the Bank).

Name of the Bank:- _____

Phone No:- _____

2. Appendix for Tender Terms & Conditions for indigenous stores

1. 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.

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-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.

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

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

5. 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
e 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 whereof 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

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-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 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 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 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 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 fulfillment 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:-

3. Tender Terms & Conditions for imported stores

1. Government of India
Department of Space
NATIONAL REMOTE SENSING CENTRE- HYDERABAD

INSTRUCTIONS TO TENDERERS AND GENERAL TERMS & CONDITIONS

Global Tenders
(Both Foreign & Indigenous procurement or only Foreign procurement)

CHAPTER-1

Sl. No Description

1 Important:

1.1 The intending Tenderers are advised to read the Technical specifications, terms and conditions and

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

1.2 If the Tenderer is found ineligible after opening of tenders, his tender shall become invalid ipso facto, and costs of the tender document if any shall not be refunded. Offers which are not in compliance with the tender conditions may be rejected, without assigning any reasons thereof. In case of failure to furnish all requisite information or and/or documents, the offer may be rejected. Notwithstanding the foregoing, National Remote Sensing Centre [NRSC], Hyderabad reserves the right to assess the capability of the Tenderer to perform the contract keeping in view the overall interest of NRSC. In the event, the Tenderer's capability and capacity are found to be unsatisfactory, NRSC reserves the right to reject the bid, without assigning any reasons thereof.

1.3 Any neglect or omission or failure on the part of the Tenderer in obtaining necessary information as stated above or in any other matter affecting the Tenderer shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid documents.

1.4 All requirements stated herein below are a minimum and NRSC reserves the right to request for any additional information and also reserves the right to reject the proposal of any Tenderer, if in the opinion of NRSC, the qualification or data is incomplete or if the Tenderer is found not qualified to satisfactorily perform the contract. The Tenderer shall bear all costs and expenses associated with preparation and submission of bid including post bid discussions, technical and other presentations and NRSC will in no case be responsible or liable for such costs, regardless of the outcome of the bidding process. The Tenderer shall also not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with the submission of the Bid or its consideration by NRSC, even though NRSC may elect to modify or withdraw the invitation to Bid or not to accept the Bid.

1.5 At any time prior to the deadline for submission of bids, NRSC may for any reason on its own initiative modify the bidding document by amendment. The amendment will be notified in e-procurement portal only. NRSC shall bear no responsibility or liability arising out of non-viewing of the same in time or otherwise. Notwithstanding the above, NRSC may at its discretion extend the deadline for submission of bids in order to afford reasonable time to prospective Tenderers to take into account the amendment in preparing the bids.

1.6 All the bids in prescribed form enclosed with tender documents must be submitted before the time and date fixed for the receipt of offers as set forth in the tender document. NRSC will not be responsible for non-receipt of tender[s]/offer[s] due to any loss of tender documents and it shall be the sole responsibility of the Tenderer to ensure uploading of the tender[s]/offer[s] within the time fixed and NRSC will not be responsible for non-submission of tender(s)/offer(s) within the stipulated date and time due to any software issues or Network issues or Server down. Tenderer(s) shall submit their bid(s) well in advance to overcome last minute glitches.

1.7 NRSC reserves the right to accept or reject any of the tender in full or part without assigning any

reasons thereof. Offers received after stipulated time and date will be rejected.

1.8 Global Tender documents will also be uploaded on the ISRO website i.e. www.isro.gov.in

Interested Tenderers may download the tender documents from website and submit their offers as per details mentioned in the Tender Notification.

1.9 Bidders are also encouraged to visit CPPP portal regularly for tender notifications.

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

1.11 Tenderers shall submit quotations through Online mode Only. The Tender shall be complete in respect of all technical specifications, instructions, drawings, pamphlets and catalogues, as per the tender document. Failure to furnish all information as per the requirements of the tender document and submission of bid not substantially responsive to the tender document shall render the tender liable for rejection. Any/All Bids by way of Fax/E-mail shall not be accepted.

1.12 (a) Currency of Bidding: In GTE (Global Tender Enquiry), foreign bidders can quote prices and receive payments in either Indian Rupees or freely convertible currencies such as US Dollars, Euros, Pound Sterling, Yen, other relevant currencies, or a combination thereof. However, prices for goods works, or services (including Agency Commission) performed or sourced in India must be quoted and paid for in Indian Rupees. Indian bidders are required to quote in INR only. During the evaluation, all quoted prices are converted into Indian Rupees

1.12 (b) "Agency Commission: The amount of Agency Commission (normally not exceeding five per cent) payable to the Indian Agent (who shall provide self-attested documentary evidence about their identity and business details to establish that they are a bonafide business and conform to regulations) should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the financial bid) between the bidder and the Indian Agent. Agency commission shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Procuring Entity or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent, and defects or misrepresentations in respect of the afore-indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be debarred from

having business dealings with the Purchaser, following laid down procedures for such debarment of business dealings."

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

1.14 Samples, if called for, should be submitted free of charges by the Tenderers and NRSC shall not be responsible for any loss or damages thereof, due to any reason whatsoever. All incidental expenses towards submission of samples including Freight charges, Taxes & Duties etc shall be borne by the Tenderer. Delivery of samples to NRSC Stores shall be the responsibility of Tenderer. In the event of

non-acceptance of tender, the Tenderer will have to remove/take away the samples at their own expenses.

1.15 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.

1.16 Specifications: The description of the system in the documents supplied by the Tenderer along with the Bid shall be such as to ensure a clear understanding of the same and to permit its comparative evaluation. Stores offered should strictly confirm to NRSC Specifications. Deviations, if any, should be clearly indicated by the Tenderer in their quotation. The tender should also indicate the Make/Type, number of the Stores offered and provide catalogues, technical literature, and samples, wherever necessary along with the quotations. Test Certificate wherever necessary should be forwarded along with Supplies. Whenever options are called for in tender Specifications, the Tenderer should address all such options. Wherever specifically mentioned in the tender, the Tenderer could suggest changes to specifications with appropriate justification for the same.

1.17 All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, the amount quoted in words shall prevail over the amount mentioned in figures.

1.18 The Bid and the prices quoted shall remain valid for 90 days for Single Part Tender. In case of Two Part Tender, bid validity shall remain valid for 180 days from the date of opening of part 1. A bid valid for a shorter period shall be liable for rejection.

1.19 Earnest Money Deposit [EMD]: -

a. Vendors submitting bids through EGPS online - No EMD is applicable. However, in case if any specific requirement of EMD is there, the same will be mentioned in the Additional terms and conditions under "Vendor specific terms".

b. Bid Securing Declaration: The Tenderers/Bidder have to sign a Bid Securing Declaration accepting that if the Tenderer[s] withdraw or modify their Bids during the period of validity, or if they are awarded the Contract and they fail to sign the Contract, or fail to submit a Security Deposit & Performance Bank Guarantee before the deadline stipulated in the request for Bid Documents, they will be suspended for the period of 01 year and such Tenderer[s] will not be eligible to submit Bids for future tenders.

1.2 Micro and Small Enterprises [MSEs]

a. In order to avail the benefits extended by Government of India to the Micro and Small Enterprises [MSEs] in respect of Goods and Services as per provision of the policy, MSEs registered Udyam Registration, or any other Body specified by Ministry of MSME have to submit a copy of Valid Certificate with self-attestation along with the Techno-commercial bid. No Certificate claiming exemption will be entertained after Tender due date. MSEs should be manufacturer of the offered item.

b. Performance Security is mandatory for Goods and Services even for MSEs.

c. If the MSE Tenderer[s] is/are SC/ST/Woman entrepreneur owned MSEs, specific mention for the same should be there in the valid certificate submitted by the tenderer.

d. Tenderers claiming MSME benefit shall furnish copy of VALID Udyam Registration No. for the product quoted/offered

2.0 INSTRUCTIONS TO E-PROCUREMENT TENDERERS

2.1 NRSC invites offer[s] through e-tender portal for the supply of Stores. The Suppliers need to get

enrolled in the e-tender portal to access tender and submit their offer online. Tenderers need to have Digital Signature Certificate as detailed on NRSC e-portal. Only online tenders will be accepted. MANUAL/POSTAL/COURIER/E-MAIL/FAX OFFERS WILL NOT BE CONSIDERED. FURTHER, IT MAY BE NOTED THAT NO MANUAL TENDER DOCUMENT WILL BE ISSUED BY NRSC.

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

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

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

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

2.6 In the case of Two Part Tender, Price details should NOT be disclosed in the Part-1 [Technical and Commercial Bid] and in any other attachments enclosed in the Technical Bid. In case, Price details are mentioned, the same will be rejected. The Technical documents need to be attached online as a PDF file without any price information.

2.7 In case of Two Part Tender, Commercial Terms to be covered in the Part-1 [Technical Bid] are Delivery Terms as per [INCOTERMS], Delivery Period, Payment Terms (without mentioning the price or amount), Security Deposit for performance of Contract and Performance Bank Guarantee for fulfilment of Warranty obligation, Validity of the Offer, Warranty/Guarantee, Liquidated Damages [for delayed supplies] and all available technical literature, catalogues and other data in support of the specifications and details of the items, etc. which have to be filled up online.

2.8 Prices are required to be quoted according to the units indicated, in the Part-2 [Price Bid] only. If documents with price details are submitted with techno-commercial part, such tenders will be treated as invalid.

2.9 The Price quoted must be firm and should indicate quantity wise unit rate separately which have to be filled online. The percentage of GST where legally leviable and intended to be claimed shall be calculated and indicated in the column provided in online forms explicitly.

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

2.11 For the Procurement of the goods or for providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST and other taxes. Any misclassification of HSN Code/ incorrect mentioning of of GST/Taxes, will be on vendors account.

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

2.13 Those Tenderers who are participating for the first time in e-portal of ISRO e-procurement, have to submit their request for Registration through Online portal. Such requests should come within 05 working days in advance before last date for submission of bids. Furnishing incomplete details for registration shall be rejected. NRSC is not responsible for approval of any request for Registration beyond stipulated time.

2.14 The Tenderers are requested to submit the Bids online at least two days prior to closing date to avoid last minute computer network related problems. Request for the extension of the due date will

not be considered. 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 (refer eprocurement website) 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. 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. 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

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

2.16 The Part-1 [Technical Bid and Commercial Bid] opening date and time indicated is tentative. There may be changes/delay due to Network/ Computer Server related problems and the tender opening may get delayed by one or two days under such circumstances.

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

2.18 The Tenderer should submit along with his tender the Name of his Bankers, Account Number etc., mandatorily to National Remote Sensing Centre [NRSC]. NEFT Mandate form should be submitted along with the bid.

2.19 Foreign Tenderer to disclose the name and address of agents and representatives in India and Indian Tenderer to disclose their foreign principals or associates. Foreign Tenderer to disclose the payments to be made by them to agents/brokers or any other intermediary.

2.20 Compulsory Enlistment of Indian Agents : As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents who desire to quote directly on behalf of their foreign manufacturers/principals, to get them enlisted with the buyer organization. The compulsory enlistment of Indian Agents under the scheme of Ministry of Finance is simpler. Moreover the registration of the foreign manufacturer is not a must for enlisting the Indian Agent under this scheme.

2.21 Indian Agents while quoting on behalf of their Principals should attach latest valid authorization letter [PDF file] from their Principals. Absence of this will amount to rejection of the Tender.

2.22 Conflict of Interest among Tenderers/Agents: A Tenderer shall not have conflict of interest with other Tenderers. The Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a

position to have access to information about or influence on the bid of another Tenderer; or
d) Tenderer participates in more than one bid in this bidding process. Participation by a Tenderer in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.

e) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

f) The principal manufacturer directly or through one Indian agent on his behalf; and
1 Indian/foreign agent on behalf of only one principal.

2a Tenderer or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

g) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Tenderer must proactively declare such sister/common business/management units in same/similar line of business.

2. Chapter-2

Terms and Conditions:

Sl. No. Description

1 Definitions: In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

a. 'Acceptance' shall mean conditional determination by Purchaser of the completion of the Work or any element thereof in accordance with the Contract, by issuance of a Certificate of Substantial Completion of Work as provided in the Contract.

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

c. 'Contract' shall mean the documents forming the tender, the offer, the award of tender and the formal agreement executed between the competent authority on behalf of Purchaser and the Contractor, together with the documents referred to therein including the conditions enumerated herein, specifications, designs, drawings and instructions issued from time to time by the competent authority of Purchaser and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.

d. 'Contractor' shall mean the individual, firm, Limited Liability Partnership [LLP] or company, undertaking the works and shall include the legal representatives, nominees, affiliates, successors-in-interest, permitted assigns, Heirs, Executors and Administrators of such individual, LLP, Firm or Company, unless repugnant to the context or meaning thereof.

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

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

g. 'Drawings' shall mean the drawings referred to in the Contract document including modifications if any and such other drawings as may be from time to time, be furnished or approved by Purchaser.

- h. 'Letter of Award' shall mean Purchaser's letter or notification conveying its acceptance of the tender, subject to such conditions as may have been stated therein.
- i. 'Market Rate' shall be the rate as decided by the competent authority of the Purchaser on the basis of the prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere in the tender document to cover, all overheads and profits.
- j. 'Month' means English calendar month and 'Day' means a calendar day of 24 hours each.
- k. Purchaser' shall mean the President of India represented by its Director or Sr. Head/Head, Purchase and Stores/ Sr. Purchase & Stores Officer/Purchase & Stores Officer, NRSC Bengaluru or his successors or assigns.
- l. 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to therein accepting the Tender or offer of the Contractor.
- m. 'Template' shall mean the standard template of rates to be read with any of receipt amendments thereto issued up to the date of receipt of tender.
- n. 'Stores' shall mean what the Contractor agrees to supply under the Contract/Tender as specified in the Purchase Order including erection of plant and machinery and subsequent testing should such a condition be included in the Purchase Order.
- o. Words indicating the singular only also includes the plural and vice versa, where the context so requires.
- p. Words importing persons or parties shall include firms, corporations and organizations having legal capacities.
- q. Words indicating male gender shall also include the female or neuter gender, and vice versa, where the context so requires.

2 National Remote Sensing Centre (NRSC) is one of the primary centres of Indian Space Research Organisation (ISRO), Department of Space (DOS)

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

4 Prices:

Only tenders offering Firm & Fixed Prices will be considered unless indicated in the RFP. The Contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items as specified hereinabove. The Tenderer shall quote prices separately furnishing break-up of cost towards Basic Cost of Items testing, inspection, packing, forwarding, Freight, Handling, Insurance, Installation if any, and GST.

5 Price Variation for Long Term Contracts:

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

6 Goods and Service Tax: (for Indigenous supplies)

6.1 Government of India has implemented Goods and Services Tax [GST] w.e.f. 01.07.2017. The Tenderer[s] should mandatorily possess a valid GSTIN along with the GST Registration Certificate and

submit the same alongwith the offer. In case, if the bidder is availing any exemption from GST, relevant documents substantiating the same should be submitted.

6.2 HSN Code and applicable rate of GST:

"Taxes shall be distinctly shown in the offer.

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)."

6.2 (a) TAN OF NRSC: HYDN00485C

6.2 (b) "GSTIN OF NRSC Centres

36HYDN00485C1DF - NATIONAL REMOTE

SENSING CENTRE, Hyderabad

29BLRR08785A1D5 - REGIONAL REMOTE SENSING CENTRE-SOUTH

19CALR06459F1DX - REGIONAL REMOTE SENSING CENTRE-EAST

27NGPR02418D1DU - REGIONAL REMOTE SENSING CENTRE-CENTRAL

08JDHR04743E1D2 - REGIONAL REMOTE SENSING CENTRE-WEST"

7.0 Customs Duty (For imports)

7.1 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 along with applicable rate of IGST (w.e.f 18.07.2022) and amended from time to time. The necessary Customs Duty Exemption Certification [CDEC] shall be provided in case of Import Orders/imported supplies. In this connection, tenderer has to provide the following. (i) Please indicate whether your rate is inclusive of this Customs duty @ 5.5% plus applicable rate of IGST 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.

7.2 "Vide Customs Notification No. 50/2017 dtd. 30.06.2017 (Sl. no. 539 Pg. 44), amended vide 05/2018 dtd. 25.01.2018 and amended vide 05/2025 dtd. 01.02.2025 (Sl. no. 37 Pg. 6)., the Customs Duty and IGST is NIL at the time of importation for ""Ground installations for satellite including its spares and consumables under sl. no. 539(c)""

8.0 Evaluation of Tenders:

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

8.2 In case both Indian and foreign bidders have quoted in the tender or any foreign Tenderer has quoted on CIF/CIP/DDU basis, the comparison of the offers would be done on the basis of FOR destination including all applicable taxes and duties (on the principle of Landed Cost).

8.3 In order to bring all the foreign bidders on FOR destination basis, appropriate Customs Clearance, Freight charges and local transportation shall be loaded on Ex-works/FCA/FOB/FAS offer for the

imports to arrive at the FOR Destination cost.

8.4The above shall be followed only for arriving at L1 offer. However, actual offered delivery terms shall be considered for placement of order to the successful bidder.

9.0Clarification regarding contents of the Bids:

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

9.2All responsive bids shall be evaluated with a view to select the lowest [L1] Tenderer who meets the qualification criteria, techno-commercial aspects and shall be compared on a common platform on the basis of total evaluated cost of each offer which will be arrived at by adding the basic price as well as other charges, and all statutory levies/taxes/duties. Maintenance charges shall be taken into account if it forms part of the tender for the purpose of cost comparison. The financial implication shall be considered as the all-inclusive cost to the Purchaser. Evaluation of the bids shall be done on the basis of landed cost to the Purchaser.

9.3Purchaser discourages advance payment terms. In case of advance payment/ Milestone Payment, for the purpose of evaluation, interest shall be loaded on the amount so paid as advance for the delivery period quoted, as per Marginal Cost of funds based Lending Rate [MCLR] or any other rate as notified by Reserve Bank of India from time to time, prevailing on the date of tender opening. Further, for any delay in executing the contract, Purchaser shall recover interest on the amount paid as advance for the delayed period at the MCLR of State Bank of India prevailing on the date of the payment besides other remedies available for breach of the contract.

9.4If a firm quotes NIL charges/consideration for any of the priced items or Service Contracts, the bid shall be treated as unresponsive and will not be considered.

9.5Evaluation of the bids shall not be done on the basis of conditional discounts. However, in case if the vendor is technically and commercially evaluated as L1, rights reserved to avail the same.

9.6Purchaser reserves the right to give preference for procurement of goods in terms of product reservation and preferential / mandatory purchase policy as notified by Government of India from time to time. Tenderers claiming any preference shall submit relevant and valid registration certificate along with the tender. No certificate claiming any concession shall be considered after Tender due date.

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

9.8Purchaser reserves the right to accept or reject any quotation in full or part thereof by recording the reasons. The Purchaser shall be under no obligation to accept the lowest or any tender and reserves the right to accept whole or any part of the tender or part of the quantity offered and the Tenderers shall supply the same at the rates quoted.

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

9.10Tenderers are advised to refrain from contacting by any means, either NRSC and/or their employees/representatives on matters related to the tender which are under consideration. Adherence to this Clause is compulsory or otherwise the Tender will be rejected.

9.11The tender evaluation and process of award of works is done by the Competent Authority and this Committee is authorized to discuss and get clarification/s from the Tenderers, if any. The Tenderer/s

may be asked to give a presentation on their technical bid and arrange for functional demonstration of the stores offered. No change in the substance of the bid or the price thereof shall be sought/offered/permitted.

10.0 Payment Terms:

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

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

3. 11 Terms of Payment

11.1 Local Suppliers:

a. The Contractor[s] Bill will be processed for payment only after the Stores have been received, inspected and accepted by the Purchaser. Normally 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). This is standard payment terms.

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

c. Any other payment terms offered by the Tenderers may be considered by the Purchaser provided that all such payments shall be against receipt of the items / satisfactory completion of service / identified verifiable milestones.

d. In case of AMC/CAMC, payment will be made on (quarterly/half-yearly/yearly) only after satisfactory completion of services and after deducting downtime compensation clause (as specifically mentioned in the RFP)

e. For contracts where supply and installation is involved and there are separate price indicated in the contract, then the payment terms are as follows: 1) 80% of the supply value will be paid after receipt and inspection of the items at site, 2) Balance 20% of the supply value plus 100% of the Installation value will be paid after satisfactory completion of installation, commissioning and acceptance of the items at our site. Wherever, composite price is indicated for complete supply plus installation standard payments terms as stated in clause No. 11.1 will prevail. (Payment will be released only after submission of the Installation report duly signed by Purchaser and Contractor).

11.2 Overseas Suppliers:

a. Being a Government of India Department, NRSC shall consider Sight Draft and Letter of Credit Payment Term which shall be 90% of basic cost against shipment. Balance 10% of the basic cost & other costs, if any, shall be paid directly through SWIFT transfer after Receipt, and Acceptance of items at NRSC [after Installation, Testing, Commissioning and Training if any]

b. The Sight Draft/Letter of Credit will be operative on presentation of the following documents to our

bank through supplier's bank.

i) Original Airway Bill/Bill of Lading.

ii) Commercially Certified/Signed 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

iii) Packing List showing individual Dimension and Weight of the Packages.

iv) Country of Origin Certificate can be declared on the Invoice.

v) Test Certificate, if any.

vi) Declaration by the Contractor 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.

vii) Warranty and Guarantee Certificates.

c. Bank Charges in the case of Overseas Supplier[s]

i) All Bank Charges Payable within India shall be borne by Purchaser. Similarly, all Bank Charges Payable outside India shall be borne by the Supplier. All Taxes and Duties payable in India will be borne by the Purchaser. Similarly all Taxes and Duties payable outside India shall be borne by the Tenderer/Contractor.

ii) Taxes and duties, applicable as per the Indian Tax Laws in respect of transactions between the Purchaser and Tenderer and as incorporated in the Contract will be paid against documentary evidence and as required by Indian Tax Laws.

d. In case of LC payment term, Charges towards LC opening shall be added to the original bid to arrive at landed cost.

e. Only Irrevocable LC at sight shall be opened. Confirmed LC will not be opened by NRSC

12 Bank Guarantee:

12.1 Performance Security [PS]:

12.2 Within 15 days from the date of issue of the Purchase Order or within such extended time as may be granted by the Purchaser in writing, the Contractor shall execute an irrevocable interest free Performance Security for 03% of the Contract value to ensure due Performance of the Contract including the fulfilment of the Warranty obligation. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Tenderer's failure to complete his obligations under the contract. The Purchaser shall discharge the performance security bond after completion of Tenderer's performance obligations including the warranty and post-warranty obligations under the contract.

12.3 The cases where AMC/CAMC is applicable, The contractor has to submit Bank Guarantee for 03% of the AMC/CAMC Value valid till the total completion of the contract period plus an additional period of 60 days beyond the date of completion of all contractual obligations.

12.4 The Performance Security may either be furnished in the form of an Insurance Surety Bond, Account Payee Demand Draft; or Fixed Deposit Receipt from a Nationalized or Scheduled Bank, or Bank Guarantee from a Nationalized or Scheduled Bank or Online Payment in favour of Accounts Officer, National Remote Sensing Centre [NRSC], Hyderabad. The Bank Guarantee must be valid till its contractual obligation plus an additional period of 60 days beyond the date of completion of all contractual obligations.

12.5 In the event the work is not completed within the stipulated period, the contractor shall get the

Performance Security be extended.

12.6The Bank Guarantee shall be executed on a Non-judicial stamp paper of Rs.100/- or more value as per Specimen.

12.7The Performance Security will not carry any interest and shall be returned after completion of all the obligations of the Contract with a 'NO CLAIM CERTIFICATE ' issued by Contractor as per our Specimen enclosed.

12.8Adherence to this clause is compulsory or otherwise, the Tender will be rejected.

12.9In the event the Contractor fails to furnish the Performance Security within 15 Days as stipulated hereinabove, i.e. after the receipt of Purchase Order or on signing of the Contract or any extension thereof, the Purchase Order/ Contract shall be cancelled and terminated at the Contractor's risk, cost and liability. The Earnest Money Deposit, if any executed shall be forfeited and appropriate penal and legal action shall be initiated.

12.10Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of Performance Security, and instead, an Indemnity Bond (as per the prescribed format) shall be executed by them in lieu of Performance Security.

12.11Bank Guarantee to be submitted in the prescribed format only

12.12Bank Guarantee towards Free Issue Materials (FIM):

a.The successful Tenderers shall furnish Bank Guarantee (BG) towards the cost of Free Issue Materials issued by Purchaser (if any) towards adequate Security for the FIM for the execution of the Contract and the said Tenderer will be duly authorized by PURCHASER to collect the free issue materials from NRSC's site subject to the furnishing of the aforesaid Bank Guarantee. The BG is to be kept valid till supply and acceptance of the final product. Adherence to this Clause is compulsory or otherwise the Tender will be rejected.

b.In the case of Public Sector Undertaking, Public Sector Enterprises and Government Organization, Indemnity Bond [IB] together with Insurance shall be considered in place of BG.

c.For Fabrication of items, in case FIM issued by NRSC, the Supplier should quote the rates considering the Scrap Materials generated and taken over by Supplier.

12.13The Bank guarantee issued by the Issuing Bank on behalf of contractor/ supplier in favour ofNational Remote Sensing Centre shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

"Name of the Beneficiary : Beneficiary: Pay and Accounts Officer, HA&IFA, NRSC, Hyderabad.

Bank : State Bank of India

Branch: NRSA Branch

IFSC: SBIN0010358

Branch Code: 10358

Bank Email: sbi.10358@sbi.co.in"

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

12.14Material Bank Guarantee: As the material is a property of NRSC/ISRO, in case of transporting the material or a defective part outside the installed premises during the Warranty period, a suitable replacement for the defective part of the equipment or Material Bank Guarantee towards the value of

the defective item/ equipment shall be provided to enable us to hand over the item or defective parts to the vendor for repairs. Material Bank Guarantee shall be provided as per the format which shall be sent along with the purchase order.

13.0Packaging:

13.1The Contractor wherever applicable shall pack all Stores in crates or cartons for Sea/Air worthy 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 deterioration in transit by road, Rail or Sea for Space Qualified Stores. The Contractor[s] shall be held responsible for all losses and damages caused due to improper packaging or shipment.

13.2The Contractor shall ensure that the label on each Box/Unit of Shipments is legible and marked properly for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

13.3The 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.

13.4The Contractor shall give complete shipment information concerning the Weight, Size, description and content of each packages, etc. Trans-shipment of Stores shall not be permitted except with the prior written permission of the Purchaser.

13.5Apart from the dispatch documents negotiated through Bank/s, the following documents shall also be sent through email/fax 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/Airway Bill, Post Parcel Receipt

b) Invoice

c) Packing List

d) Test Certificates

e) Certificate of Origin as declared in the Invoice.

f) Warranty/Guarantee Certificate.

g) Contractor shall also ensure that one copy of the Packing List is enclosed in each Case/Box.

13.6Indian Customs Authorities have imposed late filing charges. Therefore, Suppliers are requested to inform the dispatch particulars well in advance by e-mail to enable the Purchaser for arranging necessary clearance from Customs and to avoid payment of late filing charges.

13.7Contractor shall bear demurrage charges if any, incurred by the Purchaser due to delayed presentation of shipping documents to the Bankers within reasonable time [and in any event 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. Such charges shall be recovered from the balance payment to supplier.

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

15.0Guaranteed Time of Delivery:

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

15.2The date of delivery of the stores stipulated in the Purchase Order/Contract shall be deemed to be the essence of the Purchase Order/Contract and delivery must be completed on or before the specified

dates. In case of failure, Purchaser reserves the right to terminate/cancel the Order/Contract at his discretion.

15.3 Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss / damage sustained due to the delay in fulfilling this responsibility.

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

15.5 The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain?' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

15.6 In case Export License is required for the offered items, the Tenderer[s] shall mention the same while submitting the offer.

16.0 Mode of Dispatch: RAIL/ROAD/SEA/AIR

16.1 For Air Consignments: 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 be kept inside each of the package. Port of Entry - Hyderabad International Airport, Telangana.

16.2 For Sea Consignments: 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 be kept inside each of the package.

16.3 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/NATIONAL REMOTE SENSING CENTRE

HYDERABAD

Destination:

Port of Entry:

17.0 Ultimate Consignee: (Refer exact location in the vendor specified terms)

Senior Purchase & Stores Officer [Stores]

1) NRSC, Balanagar

2) NRSC, Shadnagar-ES, Annaram Village Road, Shadnagar - 509202, Ranga Reddy District, Telangana State

18.0 Insurance of the Stores:

No Insurance is required at National Remote Sensing Centre [NRSC] cost. The Contractor shall be responsible for insuring the Stores wherever considered necessary. The necessity or otherwise of Insurance will be as indicated in the Purchase Order.

19.0 Inspection and Acceptance Tests:

19.1 The Purchaser's representatives shall also be entitled at all reasonable times during manufacture

to Inspect examine and test at the Contractor's premises, the material and workmanship of all Stores to be supplied under this Contract and if part of the said Stores is being manufactured on other premises, the Contractor shall obtain the Purchaser's representative permission to inspect, examine and test and shall not release the Contractor from the obligations under this Contract.

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

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

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

19.5 Pre-Delivery Inspection: Pre-Delivery Inspection if required, shall be carried out by NRSC Engineers at the Contractor's Factory Premises at our cost. The Contractor need not extend any Hospitality to our representatives. Contractor must extend facility and testing equipment for enabling inspection process.

4. 20.0 Acceptance of Stores:

20.1 The Stores shall be tendered by the Contractor for Inspection at such places as may be specified by the Purchaser at the Contractor's own risk, expenses and cost.

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

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

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

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

21 Contractor[s] Default Liability:

21.1 The Purchaser upon a written notice of default to the Contractor, shall be entitled to terminate the Contract by giving 30 days prior notice, in whole or in part, at the sole risk and cost of the Contractor, in circumstances detailed hereunder:-

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

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

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

21.3 If Contract is terminated as provided in Clause 21.0 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.

a) Any completed Stores.

b) The Purchaser shall pay to the Contractor, the Contract price for completed Stores delivered to and accepted by the Purchaser and for manufacturing materials delivered and accepted.

21.4 In the event, the Purchaser does not exercise its right to terminate the Contract as provided in Clause 21.0, the Contractor shall continue the performance of the Contract, in which case he shall be liable to the Purchaser for Liquidated Damages for delay as set out in Clause 25.0 until the Stores are accepted.

22.0 Replacement:

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

23.0 Rejection:

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

a) Repair, Replace or rectify such defective Stores and recover extra cost so involved from the Contractor; or

b) Terminate the Contract for default as provided under Clause 21.0 above. The right to terminate and the right to replace the Stores shall not be derogatory to one another and shall mutually complement one another. In other words, the Purchaser shall be entitled to take either decision, or both.

24.0 Force Majeure:

24.1 Neither party shall bear responsibility for complete or partial non-performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the 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.

24.2 The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 7 days from the date of the occurrence and cessation of the force majeure condition/s. In the event of delay lasting over one month, arising from force majeure causes, the Purchaser reserves the right to cancel the contract without any obligation to compensate the Tenderer in any manner. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

24.3 Any Certificate issued by the Chamber of Commerce or any other competent authority or organization shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to 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.

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

25.0 Delay in Completion/Liquidated Damages:

25.1 "a) Delivery period is the essence of the contract.

b) If the Contractor fails to deliver any or all of the Goods or fails to perform the incidental works/services (e.g., installation, commissioning or operator training) within the original delivery period(s) specified in the contract, the Buyer shall without prejudice to other rights and remedies available to the Buyer under the contract, deduct/recover from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% of the delivered price (including elements of GST & freight) of the delayed Goods for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of 5% of the contract value.

c) Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as "inordinate delays". In such a case, maximum limit on LD shall be 10% (instead of 5%) of the total contract value.

d) Stores will be deemed to have been delivered only when all their components, parts are also delivered and the stores should be put in use. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered."

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

26.0 Erection of Plant, Machinery and Installation of Software:

26.1 Wherever Erection of Plant or Machinery and Installation of Software is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the Erection and Installation of the Software as and when called upon to do so within the period specified by the

Purchaser, the Purchaser shall have the right to get the Erection and Installation of the Software etc., done through any source/agency of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the Purchaser is liable to incur towards erection. The Contractor, shall, however, not be entitled to any gain/payment due to such an action by the Purchaser.

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

26.3 Wherever, Installation has been mentioned as a part of scope of work, It has to be ensured that INSTALLATION COMPLETION REPORT clearly indicating the date of completion is clearly mentioned in the REPORT. The report has to be signed both by the Vendor and NRSC Representative/END USER. Payment will be released only after receipt of installation report.

27 Standard Warranty/Guarantee:

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

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

27.3 If in the opinion of the Purchaser, it becomes necessary to repair, replace or renew any defective Stores, such repair, replacement or renewal shall be made by the Contractor Free of all Cost to the Purchaser, provided the notice informing the Contractor of the defect is given by the Purchaser in this regard within the said period of 12 Months from the date of acceptance of Stores thereof.

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

27.5 The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof, on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are

defective or any defect has developed within the said period of 12 Months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor. The Warranty/Guarantee certificate has to accompany the shipment.

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

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

28.0 Termination:

28.1 Under the normal circumstances, Termination/Short Closing of the Purchase Order/Contract is not foreseen. However, the Purchaser reserves the right to terminate the Contract in whole or in part by giving 30 days prior notice under any of the following circumstances:

a) For repeated non-performance in the execution of Purchase Order/Contract.

b) If the Contractor fails to deliver the final Product within the stipulated delivery schedule or any extension thereof, granted by NRSC.

c) If the Stores repeatedly fails in the Inspection and does not pass Inspection and Quality requirements of Purchase Order/Contract and/or the Contractor is not in a position to either rectify the defects or offer the Stores conforming to the contracted Quality Standards.

d) If the Contractor is unable to rectify the defects or offer replacements in lieu of defective items.

e) If the final Product does not pass Inspection and Quality requirements of Purchase Order/Contract.

f) If the Contractor fails to perform any other obligations under P.O/Contract.

g) If the Contractor becomes bankrupt or otherwise insolvent.

h) Owing to deficiency of service, breach of Contract.

i) For inefficiency, indiscipline, irregularity, insincerity, indifference in work, indulges in corrupt practices, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.

j) To terminate the Purchase Order/Contract at any time by giving 30 days prior notice.

k) If the Contractor becomes bankrupt or otherwise insolvent or any petition seeking its insolvency is admitted by a Court/Tribunal of competent jurisdiction or if the Contractor applies for voluntary insolvency or enters into any arrangement for deferred payment to its creditors.

29.0 Parallel Contract:

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

30.0 Subletting/Assignment of the Contract:

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

31.0 Secrecy:

The technical information, drawings, specifications and other related documents provided by the Purchaser and forming part of the Contract are the property of Purchaser and shall not be used or disclosed for any other purpose, except for execution of the Contract. All rights, including rights in the event of grant of patent and registration of designs are reserved in favour of the Purchaser. The

technical information, drawings, specifications, records and other documents provided by the Purchaser shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/ or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchaser's consent in writing except to the extent required for the execution of this Contract. These technical information, drawings, specifications and other related documents which were originally provided by the Purchaser shall be returned to the Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose, and shall be accompanied with a certificate of the Contractor signed by an authorised signatory that such technical information, drawings, etc. have been returned to the Purchaser and that the Contractor has not retained any copy/ies thereof with him.

32.0 Arbitration:

32.1 In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre – Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be “English” only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

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

Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.

32.3 Arbitration Clause for Contracts with CPSEs: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) and Government Departments/ Organizations, such disputes or differences (other than those related to taxation matters) shall be taken up by either party for resolution through the “Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)” as mentioned in

OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22-05-2018 and OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020 issued by the Department of Public Enterprises(DPE) under the Ministry of Heavy Industries and Public Enterprises, Government of India

33.0 Language and Measures:

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

34.0 Applicable Law and Jurisdiction:

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

35.0 Indemnity:

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

36.0 Counter Terms & Conditions:

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

37.0 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.

38.0 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.

39.0 Purchase Preference to Public Sector Undertakings:

Wherever, Purchase/Price Preference is applicable for Public Sector Undertaking [PSUs], the same will be as per the extant orders of Department of Space.

40.0 Risk Purchase: (This is a standard clause, however, the same will be applicable if specifically mentioned in the Vendor specified terms)

40.1 In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Purchaser shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract. GST will be charged / levied on Risk Purchase as per the provision of GST Act Rule thereon.

40.2 Risk purchase action may be initiated under any of the following conditions:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

41 Fall Clause:

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

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

42 Limitation of Liability:

42.1 Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the parties, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price (less payments already made in case of procuring entity), provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/ work under warranty Clause, Defect Liability clause or otherwise, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

42.2 "Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which the other Party may suffer in connection with the Contract,

provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer."

43.0 Buy Back Offer:

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

44.0 Rejection of Bids:

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

45.0 Splitting of Order[s]:

The Volume/Quantity for certain specialized nature of jobs is considerably large and it is necessary the orders are split with more than one party in order to ensure timely delivery/services. Purchaser reserves right to split the Purchase Orders to more than one party. Specific split ratio if any, will be mentioned in the additional terms and conditions under "Vendor specified terms".

46.0 Changes in the Name and Address of the Supplier:

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

47.0 Annual Maintenance Contract [AMC]/Extended Warranty:

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

47.2 Payment for Extended warranty support: After the completion of Standard warranty period, the payment towards extended warranty support shall be released on monthly/quarterly/half yearly/yearly after successful completion of service.

47.3 Payment for Annual Maintenance contract: The payment towards annual maintenance contract shall be released monthly/quarterly/half yearly/yearly basis after successful completion of the maintenance services.

47.4 In case of Non-Comprehensive AMC, Tenderers shall provide essential spare list with its price. In case of TWO PART Tender, same shall be provided along with PRICE BID as any disclosure of Price in Techno-commercial bid amounts for rejection.

Government Policies & guidelines:

48.0 Start-ups

The facilities/benefits will be extended for start-ups as per the Guidelines issued by Government of India, only if they technically qualify for tendered specifications.

49.0 Public Procurement [Preference to Make in India]:

Public Procurement (Preference to Make in India) order 2017- revision issued by Government of India, Department of Promotion of Industry and Internal Trade [DPIIT] Public Procurement [preference to Make in India] vide Order No P-45021/2/2017-PP(BE II) dated 16/09/2020, 19/07/2024 or as amended thereafter. Vendors should submit the offers in compliance with the make in india guidelines

50.0 Restrictions under Rule 144 (xi) of the General Financial Rules (GFR), 2017:

51.0"Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time) Restrictions on procurement from a bidder of a country which shares a land border with India

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

b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and nonconsultancy services) only if the bidder is registered with the Competent Authority. "

52Government e-Market place [GeM]:

a) In terms of Rule No.149 of GFR 2017 Purchaser is authorized to procure Goods and Services through Online Government e-Market place [GeM] for common use Goods and Services which are available in GeM.

b) As per Office Memorandum No 6/9/2020-PPD dated 24/08/2020 of Department of Expenditure, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered on GeM and obtain a Unique GeM Seller ID, at the time of Placement of Order/acceptance of contract. Tenderers shall ensure the same.

53Code of Integrity in Public Procurement; Misdemeanours and Penalties

53.1Code of Integrity

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

- 1) "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- 2) Fraudulent practice - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
- 3)"Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- 4)"Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- 5) "Conflict of interest" –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;

6) "Obstructive practice" - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

53.2 Obligations for Proactive Disclosures:

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

53.3 Misdemeanours and Penalties

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

- 1)1) commits any of the following misdemeanours:
 - (a) (a) violates the code of Integrity or the Integrity Pact if included in the Tender/ Contract;
 - (b) (b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.
- 2)2) commits any of the following misdemeanours:
 - (a) (a) has been convicted of an offence:
 - (i) under the Prevention of Corruption Act, 1988; or
 - (ii) (ii) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
 - (b) (b) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
 - (c) (c) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

53.4.5.4 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

53.4.154.4.1 if his bids are under consideration in any procurement

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.

- 2)calling off of any pre-contract negotiations, and;
- 3)rejection and exclusion of Bidder from the Tender Process

53.4.254.4.2 if a contract has already been awarded

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

53.4.354.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

- 1)File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- 2)Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 3)Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- 4)Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5)Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred:
 - (a)NRSC may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed above.
 - (b)Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed above.

54Bidders may also refer OM No. F1/4/2021-PPD dated 18/05/2023 issued by Department of Expenditure for concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order 2017

55Guidelines on Debarment of firms from Bidding: Vendors may note the Guidelines on Debarment of firms vide O.M No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure in line with rule no.151&175(code of Integrity) of GFR(General Financial Rules). On submission of bids, it is presumed that bidders have read and understood the Debarment guidelines

56. Denial Clause: Wherever delay in delivery is due to a default by the seller, any increase in statutory duties and / or upward rise in prices due to the Price Variation clause and / or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves the right to get any benefit of a downward revision in statutory duties, PVC and

foreign exchange rate during such period. Thus, PVC, other variation and foreign exchange clauses, in such cases operate only during the original delivery period.

NOTE: The above terms and conditions are standard conditions for participating in the Tender. Any clause specifically mentioned in the Vendor Specified terms or Technical Specification or Request for proposal, the same will be overriding the standard terms and conditions.

5. BID SECURING DECLARATION FORM

Tender No: _____

Date: _____

To

Head, Purchase & Stores

National Remote Sensing Centre

Hyderabad.

I/ We. The undersigned, declare that:

I/ We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/ We accept that I/ We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/ We

a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/ We understand this Bid Securing Declaration shall cease to be valid if I am/ we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

C. Bid Templates

C.1 Technical Bid - ENTERPRISE CLASS TAPE LIBRARY FOR IMGEOS

1. Enterprise Class Tape Library for IMGEOS (Specifications as per Annexure)

Item specifications for Enterprise Class Tape Library for IMGEOS (Specifications as per Annexure)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	The vendor/OEM should offer an Enterprise class tape library with minimum 5000 physical slots expandable to minimum 10000 physical media slots		-		
2	The tape library should be offered with minimum eight full height LTO-9 drives and expandable to minimum 64 LTO full height drives by adding additional hardware within the single tape library configuration. The offered tape library should have roadmap to support LTO10 full height drives in future.		-		
3	Out of the 5000 media slots offered, minimum 3000 media slots to be licensed for ready use.		-		
4	The tape library should be offered with dual robotics in active-active configuration for load sharing.		-		

5	In case of failure of a robotic arm, the library should have provision for service bay to park the failed robotic arm for continuity of operations of Tape Library all the time. The other robotic arm should be able to access all the media slots and tape drives.		-		
6	The offered tape library should have minimum 20 mail slots for carrying out media import/export activities at a time expandable to minimum 100 slots in future. These slots should be from two independent modules for redundancy. Necessary licenses, if any, have to be offered.		-		
7	All the LTO drives should be configured with minimum two 8 Gbps FC ports for connectivity to the existing two SAN switches. Twenty numbers of OM4 LC-LC FC cables of 30 meters length have to be offered.		-		
8	The Proposed Tape library must support Logical Partitioning and must support minimum 16 logical partitions. Necessary license required for enabling the partitioning of the tape library has to be offered.		-		
9	The offered tape library should support encryption feature.		-		

10	The Proposed Tape Library should support scheduled scanning of media for health check and generate reports on the scanning activity.		-		
11	Drive replacements due to hardware failure should not call for a change in WWN and SAN switch configuration.		-		
12	The tape library offered should support online replacement of robotics and drives during hardware failures.		-		
13	The Tape Library should be offered with hot swappable redundant power supply units.		-		
14	The proposed Tape Library must provide Proactive Diagnostics embedded within the library monitoring system.		-		
15	The Tape library offered should have Auto Drive Clean feature enabled, drive cleaning to be performed automatically, without requiring backup software to request the cleaning.		-		
16	The offered Tape Library should have a feature to allow the unlicensed media slots for vaulting tapes inside the library.		-		

17	<p>The tape library must have a front panel and a web-based GUI interface for Proactive monitoring, reporting and Advanced Diagnostics.</p> <ul style="list-style-type: none"> a. Media Integrity analysis Report b. Media Usage Report c. Drive Utilization Report d. Media Removal Notification e. Health Status of Drives f. Robotic arm health g. Power Supply Units status 		-		
18	<p>The offered Tape Library should support centralized report location – a function where all logs and issue reports shall be gathered and stored, providing administrators with the ability to easily send all valuable reports to tape library support teams.</p>		-		
19	<p>At IMGEOs a three-tiered Hierarchical Storage Management (HSM) solution is operational with disk and tape storage solutions. It is the responsibility of the vendor / OEM to ensure the integration of the offered tape library with the IMGEOs HSM environment.</p>		-		
20	<p>The new Enterprise class tape library has to be integrated with the existing SAN Storage Manager, Metadata servers and SAN switches.</p>		-		

21	The tape drives offered have to be connected to the existing Cisco SAN switches in which zoning configuration has to be carried out by vendor/OEM.		-		
22	The tape library, robotics, LTO drives installation and commissioning is the responsibility of the OEM/ Vendor only.		-		
23	It is the responsibility of the vendor/ OEM to install, integrate and commission the complete solution with the existing SAN configuration at NRSC, Shadnagar.		-		
24	It is the responsibility of the vendor/ OEM to successfully demonstrate Read/ Write from each of the new LTO drives of the offered tape library after successful integration.		-		
25	The vendor has to quote considering the compliance to technical specifications and requirements as stated in the Section-A. The vendor should provide detailed bill of materials for all the items offered along with part numbers, OEM data sheets and other required technical documentation.		-		

26	<p>Vendor shall enclose a certificate from the OEM that:</p> <p>a. The vendor is authorized to quote for the offered products including LTO media to NRSC for the entire scope of the tender.</p> <p>b. The offered products will be supported back-to-back by OEM with 24 x 7 warranty for a period of 3 years and CAMC for 3 more years post warranty.</p> <p>c. The offered solution is not obsolete and will be supported for at least seven years from the date of acceptance.</p>				
27	<p>Comprehensive 24x7 onsite warranty with response time of 4 hours backlined with the OEM for the tape library hardware including tape media and software for a period of three years from the date of acceptance has to be offered. Warranty certificate duly stamped and signed shall be submitted along with the supply.</p>				
28	<p>During the warranty period, in case of any component replacement, vendor / OEM has to provide the spare component in advance.</p>				
29	<p>Warranty should include all the software/ firmware updates to all the components in the tape library.</p>				
30	<p>All the licenses for given hardware and software should be perpetual and valid for life-long.</p>				

31	The offered LTO media should be free from manufacturing and material defects and the vendor has to offer 3 years of warranty. Any media found defective during warranty period must be replaced free of charge without asking for the defective media.		-		
32	The offered LTO tape media should be provided with custom printed bar code labels, which will be shared at the time of placing the order.		-		
33	Maximum allowable downtime of the tape library should not exceed 24 hours. Penalty of 0.5% of 10% of the supply value will be levied for every additional 24 hours downtime with an upper limit of 5% of the supply value.		-		
34	During installation and commissioning any additional hardware accessories or software items with licenses are required to complete the configuration to meet the operational requirement of the configuration which were not included in the vendor's original list of deliverables then vendor is required to supply such items to ensure the completeness of the configuration at no extra cost to NRSC. Vendor should ensure completeness of the offer to avoid such discovery during installation.		-		

35	Material delivery, installation, integration and demonstration has to be completed within 160 days from the date of release of the Purchase Order.		-		
36	Delivery, installation, warranty and CAMC support have to be performed/ provided at NRSC Campus, Shadnagar, located at approximately 30 km away from international airport, Shamshabad (Hyderabad) on Bangalore highway, Telangana, India.		-		
37	Detailed compliance statement with supporting documentation for the tender specifications must be provided along with the quotation.		-		
38	Payment: 95% payment on the supply and installation shall be made on completion of installation and acceptance by NRSC and 5% after completion of standard warranty period.		-		

Document : Technical Specifications

2. Tape Media - LTO-9 Tape Media with bar code labels (Specifications as per Annexure)

Item specifications for Tape Media - LTO-9 Tape Media with bar code labels (Specifications as per Annexure)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
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1	The tape library should be offered with minimum 1600 LTO-9 certified media and 100 cleaning media with factory made bar code. The LTO data media and cleaning media should be compatible with the tape library offered.		-		
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Document : Technical Specifications media

3. AMC - Comprehensive AMC for 4th year

Item specifications for AMC - Comprehensive AMC for 4th year

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Comprehensive on-site AMC (24x7, 4 hours response time) for both the hardware and software for the offered tape library directly backlined with the OEM for a period of additional three years after completion of warranty has to be offered.		-		
2	During the CAMC period, in case of any component replacement, vendor / OEM has to provide the spare component in advance.		-		
3	The CAMC should include all the software/ firmware updates to all the components in the tape library.		-		
4	Any media found defective during CAMC period must be replaced free of charge without asking for the defective media.		-		

5	The vendor/OEM should ensure availability & supply of required spares and consumables during the maintenance period.		-		
6	The necessary cables, connectors, adapters, system batteries, accessories etc. should be provided by the vendor/OEM as required for the successful maintenance of the tape library and allied systems.		-		
7	Maximum allowable downtime of the tape library should not exceed 24 hours. 0.5% penalty of the CAMC cost for the respective quarter will be levied for every additional 24 hours downtime with an upper limit of 5% of the quarterly maintenance cost.		-		
8	The vendor has to quote mandatorily for both supply and CAMC cost (with break-up for each year). The evaluation will be on Overall L1 basis only.		-		
9	The vendor must visit the site and submit a quarterly status report on the list of issues found and calls logged with the OEM on the Tape library as part of preventive maintenance.		-		

10	Payment: Payment towards CAMC charges shall be made on pro-rata quarterly basis after completion of each successful quarter and submission of bills / invoice and Preventive maintenance report duly certified by the end user / Competent authority.		-		
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Document : CAMC 4th Year

4. AMC - Comprehensive AMC for 5th year

Item specifications for AMC - Comprehensive AMC for 5th year

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Comprehensive on-site AMC (24x7, 4 hours response time) for both the hardware and software for the offered tape library directly backlined with the OEM for a period of additional three years after completion of warranty has to be offered.		-		
2	During the CAMC period, in case of any component replacement, vendor / OEM has to provide the spare component in advance.		-		
3	The CAMC should include all the software/ firmware updates to all the components in the tape library.		-		
4	Any media found defective during CAMC period must be replaced free of charge without asking for the defective media.		-		

5	The vendor/OEM should ensure availability & supply of required spares and consumables during the maintenance period.		-		
6	The necessary cables, connectors, adapters, system batteries, accessories etc. should be provided by the vendor/OEM as required for the successful maintenance of the tape library and allied systems.		-		
7	Maximum allowable downtime of the tape library should not exceed 24 hours. 0.5% penalty of the CAMC cost for the respective quarter will be levied for every additional 24 hours downtime with an upper limit of 5% of the quarterly maintenance cost.		-		
8	The vendor has to quote mandatorily for both supply and CAMC cost (with break-up for each year). The evaluation will be on Overall L1 basis only.		-		
9	The vendor must visit the site and submit a quarterly status report on the list of issues found and calls logged with the OEM on the Tape library as part of preventive maintenance.		-		

10	Payment: Payment towards CAMC charges shall be made on pro-rata quarterly basis after completion of each successful quarter and submission of bills / invoice and Preventive maintenance report duly certified by the end user / Competent authority.		-		
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Document : CAMC 5th Year

5. AMC - Comprehensive AMC for 6th year

Item specifications for AMC - Comprehensive AMC for 6th year

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Comprehensive on-site AMC (24x7, 4 hours response time) for both the hardware and software for the offered tape library directly backlined with the OEM for a period of additional three years after completion of warranty has to be offered.		-		
2	During the CAMC period, in case of any component replacement, vendor / OEM has to provide the spare component in advance.		-		
3	The CAMC should include all the software/ firmware updates to all the components in the tape library.		-		
4	Any media found defective during CAMC period must be replaced free of charge without asking for the defective media.		-		

5	The vendor/OEM should ensure availability & supply of required spares and consumables during the maintenance period.		-		
6	The necessary cables, connectors, adapters, system batteries, accessories etc. should be provided by the vendor/OEM as required for the successful maintenance of the tape library and allied systems.		-		
7	Maximum allowable downtime of the tape library should not exceed 24 hours. 0.5% penalty of the CAMC cost for the respective quarter will be levied for every additional 24 hours downtime with an upper limit of 5% of the quarterly maintenance cost.		-		
8	The vendor has to quote mandatorily for both supply and CAMC cost (with break-up for each year). The evaluation will be on Overall L1 basis only.		-		
9	The vendor must visit the site and submit a quarterly status report on the list of issues found and calls logged with the OEM on the Tape library as part of preventive maintenance.		-		

10	Payment: Payment towards CAMC charges shall be made on pro-rata quarterly basis after completion of each successful quarter and submission of bills / invoice and Preventive maintenance report duly certified by the end user / Competent authority.		-		
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Document : CAMC 6th Year

Supporting Documents required from Vendor

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	<p>Taxes & Duties: a) Taxes shall be distinctly shown in the offer.</p> <p>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).</p> <p>HSN Code: Applicable Tax %:</p> <p>c) For the said tender, Customs Duty exemption is not applicable, hence no CDEC will be issued. In view of this, vendors have to take in to consideration of the same while quoting.</p>	Yes / No / Explain	
2	<p>Please mention your GST registration details GST No. for NRSC : 36HYDN00485C1DF</p>	Yes / No / Explain	
3	<p>Delivery Term: FOR NRSC ES-Shadnagar In case of imported stores, vendors should mention and quote as per the latest INCOTERMS 2020.</p>	Yes / No / Explain	
4	<p>Delivery Period : Material delivery, installation, integration and demonstration has to be completed within 160 days from the date of release of the Purchase Order.</p>	Yes / No / Explain	
5	<p>Warranty: Comprehensive 24x7 onsite warranty with response time of 4 hours backlined with the OEM for the tape library hardware including tape media and software for a period of three years. Warranty for the offered items shall be from the date of installation & acceptance of the item at our site. Warranty certificate duly stamped and signed shall be submitted.</p>	Yes / No / Explain	
6	<p>CAMC Period: CAMC for a period of three years shall start from the date of completion of warranty.</p>	Yes / No / Explain	

7	<p>Payment Term :</p> <p>A. For supply: 95% of the total supply value payment shall be made on completion of supply, installation and acceptance of items by NRSC and balance 5% shall be paid after completion of standard warranty period.</p> <p>B. For CAMC: Payment towards CAMC charges shall be made on pro-rata quarterly basis after completion of each successful quarter and submission of bills / invoice and Preventive maintenance report duly certified by the end user / Competent authority.</p> <p>NOTE:</p> <p>i. For indigenous Suppliers: Payment will be made through PFMS within 30 days of each Milestone mentioned above.</p> <p>ii. For Overseas Suppliers: Bidders may consider the applicable Payment terms for supply, i.e. Sight Draft/Letter of Credit/Wire transfer and may quote accordingly.</p> <p>(a) Being a Government of India Department, the normal terms of payment for Overseas Suppliers are by Sight Draft [SD].</p> <p>(b) 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> <p>(c) Payment schedule for Overseas suppliers: 1) 80% Payment (along with 100% taxes of total PO value) against supply of items. 2) 15% Payment after installation, integration, demonstration and acceptance of items at NRSC. 3) 5% Payment after successful completion of Warranty Period.</p> <p>(d) The Sight Draft/Letter of Credit will be operative on presentation of the following documents: (1) Original Bill of Lading/Airway Bill. (2) Commercially certified Invoices in triplicate describing the Stores</p>	Yes / No / Explain	
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delivered, Quantity Unit Rate and their Total Value. The Invoice should indicate the discounts, if any and Agency Commission separately. (3) Packing List showing individual Dimensions and Weight of the Packages. (4) Country of Origin Certificate can be declared on the Invoice. (5) Test Certificate. (6) 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. (7) Warranty and Guarantee Certificates.

For CAMC: Applicable as mentioned at (B) above.

NOTE: It may please be noted that the Payment terms clause mentioned here will prevail over clause no.38 of the Technical Bid template (C.1 - 1). Vendors may please note the above mentioned changes and requested to quote compliance accordingly.

8	<p>Liquidated Damages (LD):</p> <p>a) Delivery period is the essence of the contract.</p> <p>b) If the Contractor fails to deliver any or all of the Goods or fails to perform the incidental works/services (e.g., installation, commissioning or operator training) within the original delivery period(s) specified in the contract, the Buyer shall without prejudice to other rights and remedies available to the Buyer under the contract, deduct/recover from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% of the delivered price (including elements of GST & freight) of the delayed Goods for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of 5% of the contract value.</p> <p>c) Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. In such a case, maximum limit on LD shall be 10% (instead of 5%) of the total contract value.</p> <p>d) Stores will be deemed to have been delivered only when all their components, parts are also delivered and the stores should be put in use. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.</p> <p>NOTE: The items are inter-dependable in nature and the items should be supplied in One Lot. Scope of work includes Supply, installation, integration and acceptance which has to be completed within the Delivery Schedule stipulated in the tender under clause No. 4 above. Hence, LD will be calculated on total value of the PO.</p>	Yes / No / Explain	
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9	<p>Bank Guarantee :</p> <p>1. Bank Guarantee for Performance Security for 3% of the supply value shall be submitted within 15 days of receipt of order valid till the completion of Delivery Period plus standard warranty period plus 60 days, i.e., 44 months on Rs.100/- non-judicial stamp paper from a Nationalized / Scheduled Bank. This shall be returned by NRSC on (a) execution of the purchase order satisfactorily, (b) completion of warranty obligations and (c) submission of Bank Guarantee for AMC. If the supplier fails to execute the order, then this BG shall be forfeited without any further reference.</p> <p>2. For CAMC of Three (3) years: Bank Guarantee for Performance Security for 3% of total CAMC value of Three (3) years shall be submitted 15 days before the commencement of CAMC which shall be valid till completion of Three (3) year CAMC plus 60 days, i.e., 38 months on Rs.100/- non-judicial stamp paper from a Nationalized / Scheduled Bank. This shall be returned by NRSC on execution of the Comprehensive Annual Maintenance satisfactorily as per order terms. If the supplier fails to execute the order, then this BG shall be forfeited without any further reference.</p> <p>NOTE : 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)</p>	Yes / No / Explain	
10	<p>Validity of Offer :</p> <p>The validity of the offers / tenders should be 180 days 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	
11	<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	

12	<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"> 1) Bank Account Number 2) IFSC Code 3) PAN No. 4) Registration No. and copy of GST registration certificate 5) Bidder has to submit NEFT Mandate alongwith the BID. 	Yes / No / Explain	
13	<p>Material Bank Guarantee: As the material is a property of NRSC/ISRO, in case of transporting the material or a defective part outside the installed premises during the Warranty period, a suitable replacement for the defective part of the equipment or Material Bank Guarantee towards the value of the defective item/ equipment shall be provided to enable us to hand over the item or defective parts to the vendor for repairs. Material Bank Guarantee shall be provided as per the format which shall be sent along with the purchase order.</p>	Yes / No / Explain	
14	<p>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.</p>	Yes / No / Explain	
15	<p>Class I and Class II local suppliers and Non-local Suppliers are allowed to quote in this GTE tender.</p>	Yes / No / Explain	
16	<p>PPP(Make In India) Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content:</p> <ol style="list-style-type: none"> a) Equal to or more than 50% :Class-I local supplier. b) Equal or More than 20% but less than 50%: Class-II local supplier. c) Less than 20% :Non- local supplier. <p>Mention your category.</p>	Yes / No / Explain	

17	<p>The Class-I & II local supplier should provide a Self Certification which shall be CA certified along with your offer in PDF format indicating the % of local content along with details of the location(s) at which the local value addition is made. Confirm attachment of MII Self declaration along with the offer. Please note that in addition to Class-I and Class-II local suppliers, Non-local Suppliers are also eligible to participate in this GTE tender.</p>	Yes / No / Explain	
18	<p>Only Class-I local suppliers are eligible for MII Purchase preference over Class-II and Non-local Suppliers as per extant Make In India guidelines.</p>	Yes / No / Explain	
19	<p>Bidders may also refer OM No. F1/4/2021-PPD dated 18/05/2023 issued by Department of Expenditure for concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order 2017</p>	Yes / No / Explain	
20	<p>Land Border Declaration: Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.23 (as amended from time to time) Restrictions on procurement from a bidder of a country which shares a land border with India a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and nonconsultancy services), only if the bidder is registered with the Competent Authority. b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and nonconsultancy services) only if the bidder is registered with the Competent Authority. Vendors who participate in the tender shall comply with the terms and conditions mentioned for land border clause.</p>	Yes / No / Explain	

21	Country of Origin: Vendors should declare the country of Origin of goods offered.	Yes / No / Explain	
22	Bid Securing Declaration: The Tenderers/Bidder have to sign a Bid Securing Declaration accepting that if the Tenderer[s] withdraw or modify their Bids during the period of validity, or if they are awarded the Contract and they fail to sign the Contract, or fail to submit a Security Deposit & Performance Bank Guarantee before the deadline stipulated in the request for Bid Documents, they will be suspended for the period of 01 year and such Tenderer[s] will not be eligible to submit Bids for future tenders. Bidders should submit Bid Securing Declaration alongwith the Original Bid. On account of non-submission of the same, the offers are liable for rejection.	Yes / No / Explain	
23	Evaluation Criteria: Overall L1 basis. Divisibility of the Quantity: Items are non-divisible between different vendors.	Yes / No / Explain	
24	In case of foreign orders, (a) Please specify whether any Export clearance is required. (b) Please specify whether End-Use Certificate is required. (c) Please specify whether any agency commission is involved or not	Yes / No / Explain	
25	Special conditions against Indian Agents submitting quotations in Foreign Currency. (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. (b) Copy of Agency agreement with the Foreign Principal, precise relationship between them and their mutual interest in the business.	Yes / No / Explain	
26	Guidelines on Debarment of firms from Bidding: Vendors may note the Guidelines on Debarment of Firms vide O.M No. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure in line with rule no.151 (iii) & 175 (1) (i) (h) (Code of Integrity) of GFR (General Financial Rules). On submission of bids, it is presumed that bidders have read and understood the Debarment guidelines.	Yes / No / Explain	

27	All responsive bids shall be evaluated with a view to select the lowest [L1] Tenderer who meets the qualification criteria, techno-commercial aspects and shall be compared on a common platform on the basis of total evaluated cost of each offer which will be arrived at by adding the basic price as well as other charges, and all statutory levies/taxes/duties or any other charges incurred by NRSC for Customs clearance purposes. Maintenance charges shall be taken into account if it forms part of the tender for the purpose of cost comparison. The financial implication shall be considered as the all-inclusive cost to the Purchaser. Evaluation of the bids shall be done on the basis of landed cost to the Purchaser.	Yes / No / Explain	
28	Any Other terms	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Enterprise Class Tape Library for IMGEOs (Specifications as per Annexure)	1.00 Lot		-		
2	Tape Media - LTO-9 Tape Media with bar code labels (Specifications as per Annexure)	1600.00 Nos.		-		
3	AMC - Comprehensive AMC for 4th year	1.00 Years		-		
4	AMC - Comprehensive AMC for 5th year	1.00 Years		-		
5	AMC - Comprehensive AMC for 6th year	1.00 Years		-		