Signer: ASISHA KUMAR DAS
Tue Sep 01 10:31:55 IST 2026

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
SPACE APPLICATIONS CENTRE (SAC)
AHMEDABAD

Tender for THERMOVAC COMPAITABLE WR-90 HIGH POWER LOAD

Bids to be submitted online

Tender No.: SAC/HPUR/SA202600131601 dated 01-09-2026

A. Tender Details

Tender No :	**SAC/HPUR/SA202600131601**
Tender Date :	**01-09-2026**
Tender Classification:	**GOODS**
Purchase Entity :	**HPUR**
Centre :	**SPACE APPLICATIONS CENTRE (SAC)**

THERMOVAC COMPAITABLE WR-90 HIGH POWER LOAD

1. This is a Public Tender (Single Part). Bidders who are interested to participate in tender opening should send confirmation via email, one day prior to the tender opening day.

2. Quotations in INR (Indian Rupee) will only be considered. Any quotations in currency other than INR will be treated as non-responsive and rejected.

3.Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, offer should be accompanied with necessary registration certificate with declaration to consider their offer. Quotation received without such declaration and valid registration certificate will not be considered for purchase preference. .

4.Land Border Sharing Compliance:

OM No. F.No.6/18/2019-PPD dated 23/07/2020 issued by Dept. of Expenditure, Public Procurement division. Undertaking on your letter head to be given as below:

'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.'

(Wherever applicable, evidence of valid registration by the Competent Authority shall be attached).

(b). Any amendment/modifications issued by Govt. of India w.r.t to above OM's shall also be complied.

(IN ABSENCE OF REQUIRED DECLARATION YOUR OFFER WILL NOT BE CONSDERED FOR FURTHER EVALUATION).

5. GeM Availability Report and Past Transaction Summary (GeMARPTS) Report ID: GEM/GARPTS/01092026/I3TA621RLINU.

6. The materials under procurement are required for launch vehicles and satellites and payloads.

Accordingly, GST shall be applicable in accordance with Notifications mentioned hereunder:
(1) Notification no. 9/2025-Integrated Tax (Rate) dt. 17/09/2025, schedule - I (GST 5%) S. No. 462, issued by Department of Revenue, Ministry of Finance, Government of India.
(2) Notification no. 9/2025- Central Tax (Rate) dt. 17/09/2025, schedule - I (GST 2.5%) S. No. 462, issued by Department of Revenue, Ministry of Finance, Government of India.
(3) Notification no. 9/2025- State Tax (Rate) dt. 17/09/2025, schedule - I (GST 2.5%) S. No. 462, issued by Finance Department, Government of Gujarat.

Contact Details (PURCHASER)
Purchase & Stores Officer (H)
Space Applications Centre - Ahmedabad
PhNo. : 079-2691 3078
Fax No.: 079-2691 5848 / 5802 / 5835
(Email: pso_h@sac.isro.gov.in)

A.1 Tender Schedule

Bid Submission Start Date :	**01-09-2026 15:00**
Bid Clarification Due Date :	**22-09-2026 14:00**
Bid Submission Due Date :	**29-09-2026 14:00**
Bid Opening Date :	**29-09-2026 14:30**

B. Tender Attachments

NA

Instructions To Vendors

1. General Terms & Conditions (GTC) of Tender

1. DEFINITIONS:

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

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

c)The term 'Purchase Order / Contract' shall mean the communication signed on behalf of the Purchaser by duly authorized Officer intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the contractor for supply of stores, plant, machinery, equipment and services.

d)The terms 'Stores' shall mean the goods and/or services as specified in the Purchase Order/Contract.

e)Class-I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%.

f)Class-II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 20% but less than 50%.

g)Non-Local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than 20%.

h)Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Public Procurement (Preference to Make in India), Order 2017 dt.19.07.2024 and amendments thereto issued by Public Procurement Section, DPIIT, Ministry of Commerce and Industry, Government of India to be referred for details.

i)'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

j)'Agent' means a person employed to do any act for another or to represent in dealings with third persons.

2. ELIGIBILITY CRITERIA:

a)Any bidder from a country, which shares a land border with India, will be eligible to bid only if the bidder is registered with the Competent Authority in terms of Order (Public Procurement No.3) dt.23rd July 2020 and any amendments thereto issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India.

b)'Bidder from a country which shares a land border with India' means,

i)An entity incorporated, established or registered in such a country, or
ii)A subsidiary of an entity incorporated, established or registered in such a country, or
iii)An entity substantially controlled through entities incorporated, established or registered in such a country, or
iv)An entity whose beneficial owner is situated in such a country, or
v)An Indian (or other) agent of such an entity, or
vi)A natural person who is a citizen of such a country, or
vii)A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

c)'Beneficial owner' for the purpose of 'b' above will be as under:

i)In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

'Controlling ownership interest' means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company.

'Control' shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

ii)In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

iii)In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

iv)Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who hold the position of senior managing official.

v)In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

3. EVALUATION CRITERIA:

a)Bids received should be evaluated against the specifications, terms and conditions incorporated in the bidding document.

b)During evaluation and comparison of bids, the Purchaser may, at his/her discretion, ask the bidder for clarifications on the bid. Purchaser may request for any clarification and/or additional documents from the bidders. No change in the prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information and/or documents shall be sought, by the Purchaser, only in case of historical documents which pre-existed at the time of tender opening and which have not undergone any change since then.

c)Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

d)All responsive bids shall be evaluated with a view to select the lowest [L1] bidder who meets the qualification criteria, including terms and conditions of the tender. Techno-commercial aspects 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 landing cost to the Purchaser.

e)Purchaser discourages advance payment terms. In case of advance payment, for the purpose of

evaluation, interest shall be loaded on the amount so paid as advance for the delivery period quoted as per MCLR of State Bank of India 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.

f)If the quoted prices are in different currencies, then for comparison purpose the offers in foreign currencies will be converted into Indian Rupees based on the exchange rate prevailing on the date of tender opening.

g)If a bidder quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered.

h)Evaluation of the bids shall not be done on the basis of conditional discounts.

i)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. Bidders claiming any preference shall submit relevant and valid registration certificate along with the tender in terms of the relevant Orders/Notifications issued by appropriate Authority/Government.

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

k)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 bidders shall supply the same at the rates quoted.

l)Purchaser reserves the right to enter into parallel contract unless the instructions are otherwise in the RFP.

m)Purchaser also reserves the right to reject any offer in the event of non-compliance to tender terms and conditions or where the prices are not viable vis-a-vis the scope of the contract.

n)A bidder can question the bidding conditions, bidding process and / or rejection of its bid.

o)Any clarification on the tender shall be sought from the Purchaser well in advance of the tender closing date but in any case, it should not be within 7 days of bid closing date.

4. OFFER VALIDITY:

a)The offer should be valid for a minimum number of days, as mentioned below, from the date of opening of the bids.

Single Part Tender: 90 days
Two Part Tender: Part-1: 120 days & Part-2: 90 days from price bid opening.

During the validity period the bidder shall not revoke or cancel or vary the bid except and to the extent required by Purchaser. Purchaser will make all efforts to finalize the contract within the original bid validity. However, in case the contract is not finalized during the original bid validity then the bidder shall be requested to extend the bid validity.

5. TERMS FOR TECHNICAL-BID & PRICE-BID:

a)The price quoted shall be firm and fixed. At the option of the Purchaser, in case of long term contracts where the input cost and other factors are subject to changes, price variation may be accepted as per price variation formula, if specifically mentioned in the RFP/Tender.

b)In a two part tender [Part-1: Techno-commercial bid and Part-2: Financial bid], initially only the techno-commercial bids would be opened and evaluated. The financial bids will be opened only for the bids which successfully meet the qualification criteria and techno-commercial criteria. The bid will be rejected if price of any nature is included in Part-1 [Techno-commercial bid].

c)Bidders shall note that the entries for rate, taxes / duties shall be entered only in the relevant fields as provided in the price bid form / vendor specified terms.

d)If specifically mentioned in the tender document/RFP, only the authorized dealers/agents/representatives of original manufacturers shall submit the quotation with documentary evidence.

e)All available technical literature, catalogues and other data in support of the specifications and details of the items shall be furnished along with the offer.

f)Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available, the same shall also be indicated in the offer.

g)Stores offered shall strictly conform to the tender specifications. Deviations, if any, shall be clearly indicated by the bidder in the quotation. The bidder shall also indicate the Make/Model number of the stores offered. Test Certificates, wherever necessary, shall be forwarded along with supplies. Wherever options have been called for in our specifications, the bidder shall address all such options.

h)Any drawings, specifications, end use, etc., which are part of the tender document shall not be disclosed by the bidder to any third party without express written prior permission from the Purchaser.

i)Tender number shall be mentioned in all correspondence.

6. PAYMENT TERMS:

a)Normally 100% of the Contract/PO value will be made within 30 days of receipt, installation (wherever applicable) & acceptance of the material at Purchaser's site.

b)Considering the scope of the work, other terms of payment like Milestone payments/Sight Draft/Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

c)The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents or any other documents as applicable:

1. Original Bill of Lading / Airway Bill
2. Commercially certified invoices in triplicate, describing the stores delivered, quantity, unit rate and their total value. The invoice should indicate discounts, and Agency Commission, if any, separately.
3. Packing List showing individual dimensions and weight of packages.
4. Country of Origin Certificate in duplicate.
5. Test Certificate, if any.
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 specifications of the PO/Contract.
7. Warrantee / Guarantee Certificate(s).

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

e)The bank details for issue of Bank Guarantee through SFMS/SWIFT in favour of Space Applications Centre, Ahmedabad is as mentioned below:

SWIFT Code: SBININBB598
IFSC Code: SBIN0005054

f)Any other payment terms offered by the bidders may be considered by the Purchaser provided that all such payments shall be against receipt of the items / completion of service / identified verifiable milestones. Advance payment, if any, shall not exceed 30% of the contract value to private firms and 40% of contract value to a State or Central Government agencies or a Public Sector Undertaking. In case of maintenance contracts, the advance payment shall not exceed the amount payable for 6 months under the contract. Advance payments shall be against Bank Guarantee of equivalent value from any Commercial Bank in India / International Bank of repute, valid till 60 days beyond the receipt and acceptance of the product / completion of service.

g)Purchaser shall bear the Bank charges payable to their Bank, the Contractor shall bear the Bank charges payable to their Bank.

h)GSTN/UIN No.: 2417IND00002ON2

i)Import Export Code: AMDCG0111E

7. TAXES AND DUTIES:

a)Taxes and Duties shall be distinctly shown in the offer.

b)If the items tendered is scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock ups and modules, raw material and consumables required for launch vehicle and satellites and payloads and declaration to that effect is specifically mentioned in the tender enquiry then the applicable rate of GST shall be 5% in terms of the Notifications mentioned hereunder.

For intra-state transactions:

The applicable rate of CGST shall be 2.5% in terms of Sl. No.243A of Notification No.6/2018-Central Tax (Rate) dt.25.01.2018 as amended vide Sl. No.243B of Notification No.24/2018-Central Tax (Rate) dt.31.12.2018 issued by Department of Revenue, Ministry of Finance, Government of India.

The applicable rate of SGST shall be 2.5% in terms of Sl. No.243A of Notification No.6/2018-State Tax (Rate) dt.25.01.2018 as amended vide Sl. No.243B of Notification No.24/2018-State Tax (Rate) dt.31.12.2018 issued by Finance Department, Government of Gujarat.

For inter-state transactions:

The applicable rate of IGST shall be 5% in terms of Sl. No.243A of Notification No.7/2018-Integrated Tax (Rate) dt.25.01.2018 as amended vide Sl. No. 243B of Notification No.25/2018-Integrated Tax (Rate) dt.31.12.2018 issued by Department of Revenue, Ministry of Finance, Government of India.

For items, which do not fall in the category mentioned against Sl. No. 7 (b) above, the rate of GST will be applicable as per the HSN code.

c)Customs Duty shall be applicable on imports as per Notification No. 50/2017-Customs dt.30.06.2017 as amended vide Notification No. 5/2025-Customs dt.01.02.2025 issued by Department of Revenue, Ministry of Finance, Government of India. For the items covered under the said notification, the Purchaser will issue the necessary certificate for the items covered under the said notification provided the same is requested by the bidder in their quotation. Accordingly, prices shall be quoted exclusive of

Customs Duty.

8. INDIAN AGENTS:

a)Offers made by Indian Agents on behalf of their Principals should be supported by the Proforma Invoice of their Principals indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.

b)Indian Agents while quoting on behalf of their principals shall attach valid authorization certificate from their Principal/OEM along with the bid.

c)If more than one agent/distributors are involved, a copy of certification from OEM mentioning the specific relationship among the vendors involved shall be submitted along with the bid.

d)In a tender either the Indian Agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

e)If an Indian agent submits bid on behalf of the Principal/OEM, the same Indian Agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

f)Agency Commission: The percentage / amount of agency commission included in the quoted price and payable to the Indian Agent of foreign suppliers shall be paid directly to the Indian Agent in equivalent Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of Purchase Order and within 30 days from the date of receipt and acceptance of stores. In no case the agency commission shall be paid in foreign exchange.

9. DELIVERY TERMS AND DELIVERY PERIOD:

a)The delivery terms are to be quoted in terms of latest INCOTERMS 2020. In case of imported stores the normal delivery terms shall be Ex-Works/FOB/FCA (name of place). Other terms can also be accepted based on need and suitability. In case of indigenous stores, the quotation should be on FOR-Destination / Door delivery basis.

b)Delivery period shall be specified. In case the tender calls for installation then the bidders shall mention the schedule for supply and installation separately.

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

d)Part shipment is not allowed unless specifically agreed by Purchaser.

e)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.

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

g)If the contractor fails to deliver the ordered items and/or services within the specified date / period, the Purchase Order / Contract does not per se hold good after expiry of such specified delivery date/period. The Purchaser may refuse to take delivery of the goods / services after the specified delivery date/period.

10. MODE OF DESPATCH:

Generally, the stores shall be despatched through the agency nominated by the Purchaser.

11. PORT OF ENTRY:

For Air shipments: AHMEDABAD
For Sea Shipments: NHAVA SHEVA, Mumbai Seaport

12. ULTIMATE CONSIGNEE:

Head, Purchase & Stores,
Central Stores,
Space Applications Centre (SAC),
Ambawadi Vistar PO
Ahmedabad
Phone: 079 26913084/3087
Email: stores_receipt@sac.isro.gov.in

13. SHIPPING MARKS:

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

PURCHASE ORDER /CONTRACT NO.:.....
DATED .....
GOVERNMENT OF INDIA
DEPARTMENT OF SPACE, SPACE APPLICATIONS CENTRE
Destination: .....
Port of Entry: .....

14. DELAY IN COMPLETION / LIQUIDATED DAMAGES:

The schedule mentioned in the contract shall be deemed to be the essence of the contract. If the Contractor fails to execute the Purchase Order within the time specified in the contract/purchase order or any extension thereof, the Purchaser shall recover from the Contractor as liquidated damages a sum of 0.5% of the PO/Contract value of the delayed stores for each calendar week of delay or part thereof. The total liquidated damages shall not exceed 10% of the value of delayed goods. Stores will be deemed to have been delivered only when all their components, parts and services incidental to it are also delivered. If certain components, parts and services incidental to it are not delivered in time, then the stores will be considered as delayed until such time as the missing components, parts and services parts are delivered.

15. FORCE MAJEURE:

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

16. PERFORMANCE SECURITY:

a)On award of the Purchase Order/Contract the successful bidder shall submit Performance Security within 15 days of receipt of Purchase Order/Contract, as per the format, for 3% of the Purchase Order/Contract value through Bank Guarantee (including e-Bank Guarantee) from a commercial bank or Fixed Deposit Receipt from a commercial bank or Insurance Surety Bond or Account Payee Demand Draft or online payment in an acceptable form in favour of Accounts Officer, Space Applications Centre, Ahmedabad to ensure due performance of the Purchase Order/Contract. The Performance Security shall be valid for 60 days beyond the completion of the contractual obligations.

Central PSUs / PSEs / Autonomous Bodies shall be exempted from submitting Performance Security. However, they shall be required to submit an Indemnity Bond in lieu of Performance Security.

b)Non-submission of Performance Security will entail cancellation of Purchase Order/Contract and any other action deemed fit by the Purchaser. The Performance Security will be returned to the Contractor, without any interest, after completion of all Contractual/Purchase Order obligations, including warranty period.

17. FREE ISSUE OF MATERIALS:

If provided for in the PO/Contract, Purchaser may issue raw materials / semi-finished products / equipment / any other product to the contractor for the purpose of fabrication / repairs / calibration / testing against Bank Guarantee, as per the format, equivalent to the value of the material being issued and valid till receipt & acceptance of the stores by the Purchaser.

18. GUARANTEE / WARRANTY:

a)The guarantee / warranty period as mentioned in the tender shall be indicated along with the quote. Guarantee/Warranty shall commence from the date of installation and acceptance of the complete equipment supplied under the contract.

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

c)If any defects are discovered therein or any defects therein are found to have developed under proper use, arising from faulty design, material or workmanship, the Contractor shall remedy such defects at their own cost provided the Contractor is called upon to do so by the Purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

d)If, in the opinion of the Purchaser, it becomes necessary to replace or rectify any defective stores, such replacement or rectification shall be made by the Contractor free of all costs to the Purchaser, including to and fro freight charges, insurance and any other incidental charges.

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

f)In case it becomes necessary to send the item to the contractor's premises for diagnosis, repair, etc. then the same shall be sent against Bank Guarantee of equivalent value of the item with adequate validity to cover the timeline for repair and return of the item at Purchaser's site. Alternatively, the contractor can provide standby equivalent item, instead of Bank Guarantee, until the defects in the supplied item is rectified.

g)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 guarantee / warranty period or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

h)All the replacement stores shall have guarantee / warranty from the date of receipt & acceptance of the stores at Purchaser's site.

19. PACKING, FORWARDING & INSURANCE:

a)The Contractor shall pack and crate all stores for road / rail / sea / air shipment suitable for tropical humid climate in accordance with standard practices and in such a manner so as to protect it from damage and deterioration in transit. The contractor shall be held responsible for all damages due to improper packing.

b)The Contractor shall ensure that each box / unit of shipment is legibly and properly marked for correct identification. A copy of the invoice and packing list should invariably be kept inside each of the packages. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

c)The Contractor shall notify the Purchaser the shipment details by fax / email.

d)The Contractor shall give complete shipment information concerning the net & gross weight, size, content of each package, etc. to the Purchaser.

e)Normally the Purchaser does not insure the goods. However, the necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.

f)In tune with the requirement of international plant protection convention of the FAO, UN the following has become mandatory with immediate effect.

1. All packing materials of any kind of plant origin used for packing shall require treatment including hear-kiln treatment at 56 degree centigrade for a minimum of 30 hours of methylbromide fumigation at 48g/cum for 32 hours of chemical impregnation as per international standards.
2. If the consignments are sent without the aforesaid certificate, all demurrages and other charges for treatment etc. will be to the account of the suppliers.
3. This aspect also should be taken care of while submitting the offers.
4. If the packaging material being used for your product does not come under the category 'material of plant origin' (i.e. Leaves, grass, wood etc.) Please certify the same in your quote and ignore the above instructions. However, the same should be ascertained at the time of actual shipment if the order is

awarded to you.

20. DESPATCH:

a)The Contractor is responsible for obtaining a clear receipt from the freight forwarder / airlines / transport authorities specifying the despatch of goods. The consignment should be despatched with Airway Bill / Bill of Lading / Railway / Lorry Receipt. Purchaser will take no responsibility for short deliveries or wrong supply of goods. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

b)Wherever required, test certificates, warranty/guarantee certificate should be sent along with the despatch documents.

c)The Invoice shall contain Purchase Order / Contract No., Invoice No., Invoice Date, Country of Origin.

d)The description, part nos., extended warranty charges, discount, optional accessories, as the case may be, should be clearly mentioned in the invoice and packing list and should be in line with the purchase order. In addition to the ordered items, if any item(s) is supplied the same should also be stated in the invoice & packing list with appropriate remarks and its value shall be declared mentioning 'for customs purpose only'.

e)The Invoice/Packing list should also provide Item wise net weight (in K.G.) as well as gross weight (in K.G.) of each package.

f)A copy of the Invoice/Packing List to be forwarded to the Purchaser, 5 days in advance before shipment, particularly when the shipment is through Supplier's freight forwarder/courier.

g)Any charges/penalty/demurrage due to non-compliance to the above instructions shall be recovered from the payment due to the Supplier.

21. DEMURRAGE:

The Contractor shall bear demurrage/penalty charges, if any, incurred by the Purchaser due to delayed presentation of dispatch documents to the Bank / Purchaser or on account of incomplete documents like invoice, packing list, etc.

22. ACCEPTANCE OF STORES:

a)The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to

be supplied under the Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the Purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

b)For tests on the premises of the Contractor or of any of his sub- Contractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the Purchaser's representative to carry out the tests efficiently.

c)When the stores have passed the specified test, the Purchaser's representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the Purchaser as may be required.

23. TRAINING:

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

24. CONTRACTOR'S DEFAULT LIABILITY:

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

1. If in the judgment of the Purchaser the Contactor fails to make delivery of stores within the time specified in the Purchase Order or within the period for which extension has been granted by the Purchaser to the Contractor.
2. If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of the Purchase Order.

b)In the event the Purchaser terminates the Contract in whole or in part as provided in clause 24 (a), the Purchaser reserves the right to purchase upon such terms and in such a manner as Purchaser may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and / or for liquidated damages for delay as defined in clause 14 until such reasonable time as may be required for the final supply of stores.

c) If the contract is terminated as provided in clause 24(a), the Purchaser in addition to any other rights provided in the Contract, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner as directed by the Purchaser:

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

d)In the event the Purchaser does not terminate the Contract as provided in clause 24(a), the Contractor shall continue the performance of the Contract in which case the Contractor shall be liable to the Purchaser for liquidated damages for delay as set out in clause 14 until the stores are accepted.

25. REPLACEMENT:

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

26. REJECTION:

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

27. ARBITRATION:

For contracts of domestic procurement arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs.10.00 crores (not the value of the contract, which may be much higher).

If any dispute or difference or claims of any kind arises in connection with Contract, other than the case mentioned above, such dispute or difference or claim shall be referred by either party to India International Arbitration Centre (IIAC).

India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023 and any statutory modifications or re-enactment thereof, rules made there under and for the time being in force shall be applicable to the Arbitration.

The resolution of disputes, other than those related to taxation, between CPSEs and Government Departments / Organisations, between Ministries / Departments inter se and between Ministries /

Departments and other Government Ministries / Departments / Subordinate / Attached offices / Autonomous and Statutory Bodies under their administrative supervision/control shall be settled as per Administrative Mechanism for Resolution of Disputes (AMRD).

28. APPLICABLE LAW:

The Purchase Order / Contract shall be governed by Indian Law and jurisdiction shall lie in the Courts of India.

29. COUNTER TERMS & CONDITIONS:

Counter terms and conditions offered by the bidders shall not be deemed to have been accepted by the Purchaser unless specific written acceptance thereof is obtained from the Purchaser.

30. SECURITY INTEREST:

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

31. RECOVERY OF SUMS DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under the Contract against the Contractor, the Purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the Purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the Purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.

32. LANGUAGE AND MEASURES:

All documents pertaining to the Purchase Order including specifications, schedule, notice,

correspondence, operating and maintenance instructions, drawings or other writings shall be written in English language. The metric system of measurement shall be used in the contract.

33. INDEMNITY:

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

34. RISK PURCHASE:

Where timely delivery of goods/services is of prime importance and where the vendor fails to fulfil their contractual obligations, the Purchaser shall have an option to complete the contract/procurement at the risk and expense of the contractor. Wherever the risk purchase clause in invoked by the Purchaser, the contractor will be liable to pay the additional amount, if any, incurred by the Purchaser as against the value of the Purchase Order/Contract. Prior to resorting to risk purchase the Purchaser shall consider impact of the default by the contractor, opportunities given to the contractor as available in the PO/Contract, proper notice to the contractor to invoke risk purchase clause and method of recovering the additional amount spent by the Purchaser.

35. TERMINATION:

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

1. For repeated non-performance in the execution of Contract.
2. If the contractor / Service Provider is found to have made any false or fraudulent declaration of statement to obtain the Contract or found to be indulging in unethical or unfair trade practices.
3. When both the Parties mutually agree for termination.
4. If the Contractor fails to perform any other obligations under the Contract.
5. If the Contractor becomes bankrupt or otherwise insolvent.
6. Owing to deficiency of service, breach of Contract.
7. For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/ integrity, etc., at any point of time during the Contract period.
8. Any special circumstances, which must be recorded to justify the Cancellation of the Contract.

36. IMPORTANT NOTE :

If any of the terms & conditions mentioned in this document is contrary to the RFP / Technical documents, then the terms mentioned in RFP / Technical documents shall prevail.

IT WILL BE DEEMED THAT BIDDERS HAVE NOTED AND ACCEPTED THE TERMS & CONDITIONS OF THE TENDER.

C. Bid Templates

C.1 Technical Bid - THERMOVAC COMPAITABLE WR-90 HIGH POWER LOAD

1. WAVEGUIDE COMPONENTS /SECTIONS WR90 High power load

Item specifications for WAVEGUIDE COMPONENTS /SECTIONS WR90 High power load

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Specification of WR90 high power load	As per attached annexure 1	Yes / No / Explain		

Document : Annexure 1

Document : Annexure-2

Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Technical and all other Specification	Mention in Annexure 1	Yes / No / Explain		
2	Point by point Compliance Sheet	Mention in Annexure 2 must filled by vendor	Yes / No / Explain		
3	Warranty	standard 1 Year warranty for all indented item	Yes / No / Explain		
4	Bidder Evaluation criteria	L1 selection criteria fully technically compliant L1 bidder shall be as per bid price (inclusive of taxes and any other charges).	Yes / No / Explain		

Supporting Documents required from Vendor

1. Test result and plots of high power load must be supplied along with indented item

2. Point by point compliance must be provided by the vendor as per annexure-2

3. OEM authorization is mandatory, if the supplier is not manufacturer

4. Data Sheet

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Delivery Schedule - ? 26 weeks after purchase order	Yes / No / Explain	
2	Taxes and duties	Yes / No / Explain	
3	Delivery Period	Yes / No / Explain	
4	Delivery Terms	Yes / No / Explain	
5	Mode of Dispatch	Yes / No / Explain	
6	Port of Dispatch	Yes / No / Explain	
7	Packing Charges (inclusive)	Yes / No / Explain	
8	Payment Terms	Yes / No / Explain	
9	Bank charges	Yes / No / Explain	
10	Name, Address & Email ID of Principal & Indian Agent (If Any) on which order has to be released.	Yes / No / Explain	
11	Percentage of agency commission included in the quoted price payable in Indian Rupees only directly to the Indian Agent	Yes / No / Explain	
12	Validity of the offer	Yes / No / Explain	
13	Liquidated Damages	Yes / No / Explain	
14	Warranty Period from the date of receipt and acceptance of material at SAC	Yes / No / Explain	
15	Security Deposit @ 3% of PO value.	Yes / No / Explain	
16	Performance Bank Guarantee @ 3% of PO value	Yes / No / Explain	
17	End User Statement required or Not? (If Yes, Provide Format in editable form)	Yes / No / Explain	
18	Latest Authorization Certificate from the Principal	Yes / No / Explain	

19	Submit Land Border Sharing Declaration along with offer. Provide undertaking on your letter head as per OM No. F.No.6/18/2019-PPD dated 23/07/2020 issued by Dept. of Expenditure, Public Procurement division (Refer Tender notice).	Yes / No / Explain	
20	Whether claiming for Purchase Preference as per MSE Policy (YES or NO). Submit a copy of valid certificate with the techno-commercial bid	Yes / No / Explain	
21	GEM Unique Seller ID	Yes / No / Explain	
22	Any Other Terms	Yes / No / Explain	
23	Country of origin for the quoted items	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	WAVEGUIDE COMPONENTS /SECTIONS WR90 High power load	10.00 Nos.		-		