

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
ISRO HEADQUARTERS (ISRO HQ)  
BANGALORE**

## **Tender for Conduct of Computer Based Test**

**Bids to be submitted online**

**Tender No.: ISRO HQ/ISRO HQ PURCHASE/HQ202400002801 dated 22-05-2024**

## A. Tender Details

Tender No :	<b>ISRO HQ/ISRO HQ PURCHASE/HQ202400002801</b>
Tender Date :	<b>22-05-2024</b>
Tender Classification:	<b>SERVICES</b>
Purchase Entity :	<b>ISRO HQ PURCHASE</b>
Centre :	<b>ISRO HEADQUARTERS (ISRO HQ)</b>

## Conduct of Computer Based Test

1. A Pre-bid meeting for technical discussion/clarifications on RFP is scheduled at ISRO HQ, Bangalore on 04.06.2024 at 11:00 AM. Please refer the tender document for more details.( Ph No.080 2217 2142/2248; email ID: pso\_isrohq@isro.gov.in / spso\_isrohq@isro.gov.in)<br>
2. This is a TWO - PART bid. Price details shall NOT be mentioned in technical Bid, failing which the offer will be considered as invalid.<br>
3. Last minute clarification on tenders will not be entertained.<br>
4. This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted.<br>
5. Technical Bids will be opened at the scheduled due date & time . No further intimation will be sent to you in this regard. Interested parties can attend the Technical Bid Opening to know the details.<br>

## A.1 Tender Schedule

Tender Publish Date :	<b>22-05-2024 17:44</b>
Bid Clarification Due Date :	<b>06-06-2024 11:00</b>
Bid Submission Start Date :	<b>22-05-2024 17:53</b>
Bid Submission Due Date :	<b>20-06-2024 11:00</b>
Bid Opening Date :	<b>20-06-2024 11:00</b>
Price Bid Opening Date :	<b>24-06-2024 15:00</b>

## A.2 Pre-bid Meeting Details

**Date :** 04-06-2024 11:00

**Place :** ISRO Headquarters

**Location :** Antariksh Bhavan, new BEL Road, Bangalore-560 094

**Centre :** ISRO HEADQUARTERS (ISRO HQ), BANGALORE, KARNATAKA

**Details :**

**PRE-BID MEETING:**

a. A Pre-bid meeting for technical discussion/clarifications on RFP is scheduled at ISRO HQ, Bangalore on 04.06.2024 at 11:00 AM.

b. The interested tenderers can attend the Pre-bid meeting for any clarifications w.r.to the tender terms. In order to attend the pre-bid meeting, Tenderers may take prior appointment from the Senior Purchase & Stores officer by sending an email with the details of the attendee to [spso\\_isrohq@isro.gov.in](mailto:spso_isrohq@isro.gov.in), one day prior to the scheduled date of Pre-bid meeting.

c. At any time prior to the last date for receipt of bids, ISRO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Agency, modify the RfP Document by a corrigendum/addendum.

d. The Corrigendum/addendum (if any) will be posted on the ISRO website.

## **B. Tender Attachments**

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

**Document : Price bid details**

**Document : Scope of work and other details**

### **Instructions To Vendors**

#### **3. Two Part Instructions**

1. Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage.

2. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate break-up of components of main equipment, individual accessories and spares as desired.

3. This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid. Uploading price details anywhere else other than the price-bid shall lead to unconditional rejection of the tender. Pleasemake note of the same

#### **4. Tender terms & conditions -Form B**

1. General Terms

2. ISROHQ invites offers through e-tender portal <https://eproc.isro.gov.in> for the supply of following items.

3. Only online tenders will be accepted. No manual/Postal/e-mail/Fax Offers will be entertained.

4. No Tender Fees Applicable.

5. Taxes and/or other duties/levies legally leviable and intended to be claimed should be distinctly

shown separately in the bid.

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

7. Your quotation should be valid for 90 days from the date of opening of the tender.

8. Prices are required to be quoted according to the units indicated in tender. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

9. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.

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

11. Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non acceptance of tender, the tenderer will have to remove the samples at his own expense.

12. 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.

13. Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer 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 Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

14. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.

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

16. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
17. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
18. The authority of the person signing the tender, if called for, should be produced.
19. Strict Compliance to our Commercial Terms and Conditions will have to be followed by the Vendor(s) or otherwise, your offer will be rejected.
20. Please peruse Tender Conditions properly while submitting the Quotation.
21. TERMS & CONDITIONS OF TENDER
22. The term Purchaser shall mean the President of India or his successors or assigns.
23. The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
24. The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
25. The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.
26. If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
27. TDS at the rate of 2 per cent on GST shall be effected from Bill on supply of Goods or Services.
28. GST/or Other Duties/Levies where leviable and intended to be claimed should be distinctly shown separately in the Tender.

29. For the Procurement/providing of Services, the Tenderer[s] are requested to quote the correct percentage of GST.

30. Micro and Small Enterprises [MSEs]:

31. 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 with District Industries Centre [DIC] or Khadi and Village Industries Commission [KVIC] or Khadi and Village Industries Board [KVIB] or Coir Board or National Small Industries Commission [NSIC] or Directorate of Handicrafts and Handlooms or Udyog Registration Portal, or any other Body specified by Ministry of MSME have to submit a copy of Valid Certificate with self-attestation along with the Technocommercial bid. No Certificate claiming exemption will be entertained after Tender

32. MSEs are entitled for [i] issue of Tender documents Free of Cost [ii] Exemption of Earnest Money Deposit [EMD]. However, Performance Security is mandatory for Goods and Services.

33. If the 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.

34. Tenderers claiming MSME benefit shall furnish copy of UAM No. as uploaded on CPP portal to avail benefit.

35. Tenderers claiming MSME benefit shall furnish copy of UR No. as uploaded on CPP portal to avail benefit.

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

37. 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.

38. 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.

39. Public Tender documents will also be uploaded on the ISRO website i.e. [www.isro.gov.in](http://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.

40. 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 2 years and such Tenderer[s] will not be eligible to submit Bids for Contracts with the entity that invited the Bids.

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

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

43. The Tenderer should submit along with his tender the Name of his Bankers, Account Number etc., mandatorily to ISROHQ.

44. Tenderers shall quote Prices in Indian Rupees Only for Indigenous Stores in the Price Template.

45. Tenderers shall submit quotations Through Online 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.

46. 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. ISROHQ 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 ISROHQ 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. ISROHQ 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.

47. 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.

48. PRICES: Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.



#### 49. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding 3% of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor clause hereof and/or to recover from the Contractor, damages arising from such cancellation.

#### 50. GUARANTEE & REPLACEMENT:

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

52. For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

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

54. 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.

55. 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.

56. To fulfil guarantee conditions outlined above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 3% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

57. All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.

58. Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in clause above shall be the asked for guarantee period plus two months.

**59. PACKING FORWARDING & INSURANCE:**

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

**60. DESPATCH:**

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

**61. TEST CERTIFICATE:**

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

**62. ACCEPTANCE OF STORES:**

63. The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.

64. 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.

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

66. If the whole or any part of the stores supplied are rejected in accordance with Clause above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

#### 67. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

#### 68. DELIVERY:

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

(b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

(ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor. In the event of action being taken as indicated above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser

to recover damages for breach of Contract by the Contractor.

#### 69. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause above thereof.

#### 70. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

#### 71. PAYMENT:

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

#### 72. MODE OF PAYMENT:

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

#### 73. RECOVERY OF SUM DUE:

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

purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

#### 74. 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 fulfilment of the contract.

#### 75. 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 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 works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

#### 76. COUNTER TERMS AND CONDITION OF SUPPLIERS:

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

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

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

#### 78. CONTRACTOR'S DEFAULT LIABILITY:

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

If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.

If in the judgement of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

79. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause above the In the event the Purchaser terminates the Contract in whole or in part as provided in Clause above the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he 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 above until such reasonable time as may be required for the final supply of stores.

80. If this Contract is terminated as provided in Clause above 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 clauses in the manner and as directed by the Purchaser a) Any completed stores. b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) 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 delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

81. In the event the Purchaser does not terminate the Contract as provided in Clause above, 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 above until the stores are accepted.

#### 82. DELAY IN COMPLETION / LIQUIDATED DAMAGES:

If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of

one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay.

The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered at respective sites. If certain components are not delivered in time, the stores will be considered as delayed for respective sites until such time as the missing parts are delivered.

### 83. FORCE MAJEURE CLAUSE:

84. Neither party shall bear responsibility for the complete or partial nonperformance 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 present 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 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 circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract.

85. In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.

86. The party for whom it has become impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the Centre/Unit in writing, the contractor/supplier 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.

87. Any certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

### 88. PERFORMANCE BANK GUARANTEE:

Performance Bank Guarantee (PBG) is obtained as a security for fulfilment of warranty obligations by the vendor after satisfactory execution of the Purchase Order/Contract. PBG at 3% of the value of the Purchase Order shall be furnished by you as per our format from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, while claiming 100% payment. PBG shall be valid for a period of sixty days beyond the date for completion of all the terms and conditions of the

Purchase Order/expiry date of warranty period.

#### 89. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE:

Security Deposit cum PBG for 3% of the value of the Purchase Order shall be furnished by the contractor as per format enclosed from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, within 10 Days from the date of release of purchase order, Security Deposit cum PBG shall be valid for a period of sixty days beyond the date for completion of all the terms and conditions of the Purchase Order/expiry date of warranty period.

#### 5. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority. Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
2. Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.
3. Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of Order.

#### 6. PPP Make in India(Non- Divisible Items-Class I & II Local Suppliers Only)

1. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.
2. a) The subject item falls under Non-divisible category.  
b) The offers sought only from Class-I & Class-II local suppliers
3. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: i. Equal to or more than 50%: Class-I local supplier. ii. More than 20% but less than 50%: Class-II local supplier. iii. Less than or equal to 20%: Non-local supplier.
4. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.



5. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.
6. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders
7. In case of a complaint received from any local supplier indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs. 5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
8. In cases the quoted price is in excess of Rs.1000 Lakhs (including duties, taxes and freight & Insurance) the 'Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content.
9. In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments issued by Govt. of India from time to time with a view to support the Indian industries, ISRO has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Class-I Local Supplier" for the goods/ services/ works covered in this tender, subject to the following terms & conditions
10. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).
11. 'Local content' means the amount of value added in India (i.e. indigenous items/services added in the offered products/ services/ works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.
12. 'Margin of purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).
13. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as a package) and Services:
- a) If L1 is from a 'Class-I local supplier', the contract will be awarded to L1 bidder.
- b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be

invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.

14. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

15. The 'Class-I & II local supplier' should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content as called for in the tender and provide the percentage of local content along with details of the location(s) at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC(minimum Local Content) in technical bid zone.

16. The ink-signed certificate shall be provided on vendors letter head along with the offer (in case of online tender, copy of ink-signed certificate shall be uploaded along with your offer under concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of certificate, the purchase preference shall not apply.

17. The margin of Purchase Preference shall be up to 20%.

18. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if ISRO or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. Please note this point.

19. This tender is proposed as a DOMESTIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020- Preference to Make in India Order-2017 Revision. Non-Local Suppliers need not quote

20. Works means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'. Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

## **7. Specific Terms and Conditions to Tender (MII-Compliant)**

1. Please quote applicable GST separately.
2. Our standard delivery term is FOR, ISRO HQ. In case any vendor offers delivery term of Ex-works, Packing and Forwarding charges if any should be indicated separately either as a percentage of the quoted rate or as a Lumpsum amount.
3. Our standard payment term is 100% within 30 days after receipt and acceptance of the items at our site (after installation and commissioning in cases where installation and commissioning is required).
4. Liquidated Damages: The delivery period quoted should be realistic. The delivery period so quoted and mentioned in the order is the essence of the order/contract. In case of delay in delivery of material as per the delivery schedule, Liquidated Damage @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. Wherever, installation and commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.
5. Performance Bank Guarantee: Wherever products offered carry warranty, the warranty should be for one year or as per manufacturers standard warranty term. Against such cases, please confirm submission of Performance Bank Guarantee. The Performance Bank Guarantee should be for 3% of the order value covering the warranty period obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of the warranty period. Alternately vendors can request for withholding 3% payment till completion of the warranty period.
6. Security Deposit: Wherever the offer value is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt. The Bank Guarantee shall be obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of all contractual obligations. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor. In case if Security Deposit is submitted and the contractor fails to execute the order, then the security deposit will be forfeited.
7. Note: SD, LD and PBG clauses are mandatory and offers of the vendors who have not agreed for the above conditions will be excluded from the procurement process. Micro and Small Vendors are not exempted from the submission of Security Deposit. Only Govt Departments/PSUs/PSEs can submit Indemnity Bond instead of Bank Guarantee towards SD/PBG.
8. Please upload the Technical Details / Catalogue / Data Sheets (wherever applicable)
9. The offer should be valid for a period of minimum 90 days from the date of opening of Tender and

180 Days for PT Two Part (120 Days for Technical Bid and 60 Days for Price Bid from the date of opening).

10. In order to avail of the benefits extended to by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre / Udyog Adhar / NSIC Registration Certification along with your offer.

11. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.

12. Wherever samples are required to be submitted along with the quotation, offer without sample will not be considered.

13. The other attached forms are our standard terms and conditions, which are to be complied with. If any conflict arise between the specific terms and standard terms, then in those cases, the specific terms will prevail over the standard terms.

14. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

15. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.

16. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: a) Equal to or more than 50% : Class-I local supplier. b) Minimum 20% but less than 50% : Class-II local supplier. c) Less than 20% : Non-local supplier.

17. Local content means the amount of value added in India (i.e. indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent. Indicate extent of Minimum Local Content in offered product/service and location of such value additions.

18. The Class-I & II local supplier should provide a Self Certification along with your offer in PDF format indicating that the item offered meets the minimum local content as called for in the tender as mentioned above and provide the % of local content along with details of the location(s) at which the local value addition is made. In case of two part tenders, it is mandatory to indicate compliance to MLC(minimum local content) in technical bid itself.

19. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local

content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.

20. In cases if the item(s) offered exceed Rs. 10 Crores, the Class-I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

21. 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.

22. Purchase Preference Policy:- Goods/Works which are divisible in nature (required quantity is greater than 1 or not a package basis): i. If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder. ii. If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder. iv. In case no offers are received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor. v. In case L1 bidder (not a 'Class-I local supplier') is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such 'Class-I local supplier' for full quantity subject to matching the L1 price. vi. Regarding MSEs (Indian vendors): a) The following additional aspect as indicated below would be applicable for procurement which are falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering who are also complying to the Minimum Local Content (MLC) stipulated in the tender. b) If any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 25% of tendered quantity, the balance quantity / works will be considered for distribution amongst all bidders (including MSEs) as per the purchase preference policy. c) In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

23. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as

a package) and Services: a) If L1 is from a 'Class-I local supplier, the contract will be awarded to L1 bidder. b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.

## **8. Instructions to Vendors**

1. Last minute clarification on tenders will not be entertained.
2. This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted.

## C. Bid Templates

### C.1 Technical Bid - Conduct of Computer Based Test

1. Conduct of Computer Based Test (Capturing of applications & screening as per norms provided by ISRO)

2. Conduct of Computer Based Test without question paper

3. Conduct of Computer Based Test with question paper

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

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Specifications as per the scope of work	Details mentioned in the document(s) attached	Yes / No / Explain		

#### Supporting Documents required from Vendor

1. techno-Commercial Documents without Price details in PDF

2. Self declaration with respect to local content(Make in India policy)

3. Price break up details (Price Bid Related)

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	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 fulfils all requirements in this regard and is eligible to be considered.	Yes / No / Explain	
2	Please indicate clearly on which address the order to be placed in the event of placement of order with Contact Persons Name, E-mail id, Phone No	Yes / No / Explain	
3	The address of your Principal/ agent [ if applicable] shall be updated in the ISRO new E procurement portal immediately	Yes / No / Explain	
4	Foreign vendors are not permitted to quote 1. Only Class -I and Class-II Local suppliers as per make in India policy are eligible to participate in the bid. 2. The percentage of local content should be specifically mentioned in the offer, without which the offer will be summarily rejected 3. Preference will be given to Class-I Local Supplier and in their absence, class-II Local supplier will be considered.	Yes / No / Explain	
5	Taxes and other costs, if any.[Please Specify the rates]. Note: All Tax invoices issued by Suppliers/ Service Providers on or after July 01, 2017 shall invariably bear their GST registration number (GSTIN) and the applicable GST rates. In the absence of which, the invoices shall not be processed for payment.	Yes / No / Explain	
6	Delivery Terms [Normal delivery terms - FOR Destination]	Yes / No / Explain	
7	Tenure of the Contract: The Rate Contract shall be valid for a period of one year from the date issue of Contract (unless terminated otherwise). However, the Contract may be extended for further one year with mutual consent on same terms and conditions.	Yes / No / Explain	



8	<p>Payment Term: Payment shall be made by concerned ISRO Centre/ Unit within 30 days from the date of completion of respective service/ work against submission of bills accompanied with a work completion certificate duly certified by respective Focal Point and endorsed by their Division Head for arranging payment.</p> <p>In case the Agency proposes any other payment terms in deviation with the standard terms mentioned above, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the Agency, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by Reserve Bank of India RBI from time to time shall be loaded on the prices for price comparison.</p>	Yes / No / Explain	
9	<p>Period of validity of proposals: Techno-commercial bid (Part-I) shall remain valid for One Twenty (120) days from the date of opening of Part-I and Price Bid(Part-II) shall remain valid for ninety days from the date of opening of Part-II. A Proposal valid for a shorter period may be rejected by ISRO on the grounds that it is non-responsive. In exceptional circumstances, ISRO may solicit the consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Agency consenting to such request will not be required nor permitted to modify its Proposal.</p>	Yes / No / Explain	

10	<p>Liquidated damages: If the Agency fails to execute the contract in accordance with the full scope defined therein within the time specified therein or any extension thereof, ISRO shall recover from the Agency as liquidated damages a sum of one-half of one percent (0.5%) of the contract value for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10%) of the contract value. The contract will be deemed to have been executed only when all the phases are completed. If part of the scope of work is not completed in time, the contract will be considered as delayed until such time as the complete scope of work is completed.</p>	Yes / No / Explain	
11	<p>Security Deposit: While entering into specific Work Orders with the concerned ISRO Centres/ Units, the successful Agency shall execute security deposit for 3% of the respective work order value towards satisfactory execution of the contract as applicable with ISRO Centres/Units. The Security Deposit shall be executed through Demand Draft / Bankers Cheque / Fixed Deposit Receipts or Bank Guarantee issued by a Nationalised Bank/Scheduled Bank valid till sixty days beyond the contract completion date. The Bank Guarantee shall be executed on a non-judicial paper stamp paper of appropriate value as per our specimen. In case the successful Agency fails to furnish the security deposit within 15 days after the receipt of contract or on signing of the contract or any extension thereof the contract shall be cancelled or terminated. In the event of nonexecution of the Contract or breach of any terms and conditions of the Contract, the security deposit shall be forfeited.</p>	Yes / No / Explain	

12	<p>Secrecy: Any information obtained in the course of execution of the Work Order/contract by the Agency/ supplier, his agents or consultants or advisor or employees engaged by the Agency/supplier, etc., as to any matter whatsoever, which would directly or indirectly be of use to any enemy of India, should be treated as secret and shall not, at any time, communicated to any person.</p> <p>Any breach of the aforesaid conditions shall entitle the ISRO to cancel the Work Order/ contract and if necessary to go ahead with the purchase or authorize the purchase of the stores at the risk and cost of the Agency/ supplier, in addition to any other penal action it may take at its discretion. The Agency or his agents or consultants or advisors or employees, etc., shall not use the stores items or the name of ISRO for any publicity purpose through any public media like press, radio, TV or internet without prior written permission from ISRO.</p> <p>Any documents/data/specimen copies and such other information furnished to the Agency/ supplier relating to the supply/ subsystem/ equipment etc., shall be held by the Agency/ supplier in confidence and shall not be divulged to any third party without the prior written consent of the ISRO.</p> <p>The Secrecy and Non-Disclosure Agreement is to be executed by the Service provider while accepting the Contract.</p>	Yes / No / Explain	
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13	<p>Force Majeure: Neither party shall bear responsibility for the complete or partial non-performance of any of his obligations 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 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 circumstance beyond the control of the parties that have arisen after the conclusion of the present Work Order/Contract.</p> <p>In such Circumstances, the time stipulated for the performance of an obligation under the contract may be proportionately extended.</p> <p>The party for whom it becomes impossible to meet the obligation under this contract due to force majeure condition, will notify the other party in writing not later than twenty-one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the Centre/Unit in writing, the Agency/ supplier shall continue to perform his obligations under the Work Order/ contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> <p>Any certificate issued by the chamber of commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.</p> <p>The force majeure conditions are applicable only to the prime Agency and purchaser.</p>	Yes / No / Explain	
14	<p>Parallel Contracts: ISRO reserves the right to enter into parallel contracts(s) with one or more contractors for similar services.</p>	Yes / No / Explain	

15	<p>Short closing and Termination: Under the normal circumstances, Termination/Short closing of the Contract is not foreseen. However, in case of continued non-performance of the contract, ISRO reserves the right to terminate the contract wholly or partly by giving written notice of not less than 30 days. ISRO reserves the right to terminate the contract at any time by giving 30 days prior notice without assigning any reasons.</p>	Yes / No / Explain	
16	<p>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 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 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 ISRO or unless the matter is such that works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	Yes / No / Explain	

17	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 ISRO or unless the matter is such that works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.	Yes / No / Explain	
18	Jurisdiction/governing laws: The Rate Contract shall be governed and construed and enforced in accordance with the laws of India. Both parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, the Courts in Karnataka or the relevant the relevant state (state in which the respective ISRO/DOS Centre is situated) shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.	Yes / No / Explain	
19	Subletting of contract: The contract shall not be sublet, transferred or assigned to any other firm without the prior written approval of ISRO.	Yes / No / Explain	

20	<p>Limitation of Liability:  The remedies stated in the Contract are exclusive and in no event shall the Agency be liable for any other special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the contract, the Contractors total liability to the Purchaser, whether in Contract shall not exceed the total amount paid to the Contractor under the Contract.</p> <p>The Purchaser shall be under no obligations to accept the lowest or any tender and reserve the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the Tenderer[s] shall supply the same at the rates quoted.</p> <p>The Purchaser shall not be liable to the Contractor for any loss or damages suffered by it during the term of the Contract or subsequently, and in no event shall the Contractor be liable for any, special incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of the Contract, the Contract having been satisfactorily completed, the Purchasers total liability to the Contractor shall not exceed the total amount to be paid to the Contractor under the Contract.</p>	Yes / No / Explain	
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21	<p><b>Confidentiality</b>  In the course of the Rate Contract/Work Order, it may be necessary for the Agency to provide documentation, technical and business information and/or intellectual property, in whatever form recorded (collectively, Confidential Information to the other Party. All Confidential Information provided or disclosed by either Party hereunder shall remain the property of the furnishing party and shall be held in strict confidence by the receiving party, unless the furnishing party otherwise consents in writing or unless disclosure of such Confidential Information is required by the applicable laws. Confidential Information furnished by one Party shall not be reproduced or copied, in whole or in part, by the receiving Party except to its employees who have a need to know such Confidential Information in connection with the performance of this Rate Contract/Work Order. Violation of the above, will attract legal action as deemed fit. Additionally: - Both the Parties will maintain confidentiality in respect of rates, terms &amp; conditions of award of this assignment to the Agency for conduct of Computer Based Test (CBT) till declaration of the results by ISRO.</p>	Yes / No / Explain	
22	<p><b>Indemnity:</b>  In case of any litigation by examinee(s)/candidates or Third party calling the said CBT in question, ISRO unconditionally and irrevocably undertakes to hold harmless and indemnify Agency, its directors, officers and staff from any and all such claims/disputes/liabilities including expenses on account of fee to legal attorney expenses except for matters pertaining to performance of work according to the scope of work mandated to Agency as defined herein above. Similarly, the Agency shall indemnify the Purchaser against all claims which may be made in respect of the services provided by the Agency for fulfilment of the contract.</p>	Yes / No / Explain	



23	<p><b>Data Security:</b> The Contractor shall assume full responsibility for the security and protection of all data collected, processed, or stored in connection with the execution of the Rate Contract. The Contractor should implement reasonable and industry standard measures to safeguard such data from unauthorised access, disclosure, alteration or destruction. The Contractor shall only collect, process, and retain data necessary for the performance of the Rate Contract. Upon completion of work or as otherwise agreed with ISRO HQ/DOS, the Contractor shall securely dispose of or return all data collected, unless otherwise required by law. The Contractor should also ensure strict compliance with all applicable data protection laws, regulations and guidelines that pertain to the data collected and stored during the course of the Rate Contract. The Contractor should indemnify and hold harmless ISRO HQ/ISRO/DOS from any claims, losses, or liabilities arising from breaches of data security or violations of data protection laws attributable to the Contractors actions or negligence.</p>	Yes / No / Explain	
24	<p><b>Applicable Laws:</b> The Rate Contract/Work Order shall be interpreted, construed and governed by the Laws in India.</p>	Yes / No / Explain	
25	<p>In cases if the value of quoted item(s) exceed Rs. 10 Crores, the Class- I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. 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.</p>	Yes / No / Explain	

26	This tender is proposed as a DOMESTIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020-Preference to Make in India Order-2017 Revision. Non- Local Suppliers need not quote. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.	Yes / No / Explain	
27	This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid.	Yes / No / Explain	
28	Uploading price details anywhere else other than the price-bid shall lead to unconditional rejection of the tender. Please make note of the same. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC in technical & Commercial bid. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate breakup of components of main equipment, individual accessories and spares as desired.	Yes / No / Explain	
29	Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.	Yes / No / Explain	
30	The vendor has to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided.	Yes / No / Explain	

31	The Technical Specification/ Drawing/ Product Catalogues/ Works Carried by vendor/ Make offered etc. as a single PDF file without any financial details has to be uploaded online mode by the vendor.	Yes / No / Explain	
32	Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage	Yes / No / Explain	
33	If any of the bidders submit any forged or false documents along with the Tender, such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.	Yes / No / Explain	
34	<b>NON-DISCLOSURE AGREEMENT:</b> The Contractor shall execute a Non-Disclosure Agreement (NDA) within 15 days from the acceptance of the Work Order. All the expenses related to execution of the document such as the applicable stamp duty and registration charges, if any, shall be borne by the Contractor.	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Conduct of Computer Based Test (Capturing of applications & screening as per norms provided by ISRO)	1.00 Nos.		-		
2	Conduct of Computer Based Test without question paper	1.00 Nos.		-		
3	Conduct of Computer Based Test with question paper	1.00 Nos.		-		

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

<b>any other charges</b>	
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