

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
VIKRAM SARABHAI SPACE CENTRE (VSSC)
THIRUVANANTHAPURAM**

Tender for supply installation and commissioning of XRF System

Bids to be submitted online

**Tender No.: VSSC/PURCHASE UNIT V (MME PURCHASE)/VS202200684701 dated
28-04-2023**

A. Tender Details

Tender No :	VSSC/PURCHASE UNIT V (MME PURCHASE)/VS202200684701
Tender Date :	28-04-2023
Tender Classification:	GOODS
Purchase Entity :	PURCHASE UNIT V (MME PURCHASE)
Centre :	VIKRAM SARABHAI SPACE CENTRE (VSSC)

supply installation and commissioning of XRF System

1.This is a TWO-PART tender. i.e Techno-Commercial Bid(Part-1) 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 price bid shall lead to unconditional rejection of the tender. Please make note of the same.

2.Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC along with Part-1 commercial bid. They are how ever 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.Technical bids will be opened at the scheduled due date and 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.

4.GST No: Our Goods and Service Tax Registration No 32AAAGV0026J1ZL.

5.GSTIN Rate and HSN Code: Vendors registered under GST shall mention their GSTIN applicable rate and HSN code wherever necessary as per GST Law.

6.Delivery of the item should be made as per commercial terms attached in the tender.

7.Wherever supply, installation, commissioning & training is involved, the bidders shall clearly specify the delivery period for supply of items, time required for installation & commissioning etc.

8.Security Deposit (SD): SD will be applicable if the Purchase Order value is above Rs 5 lakhs. SD at the rate of 10 per cent of order value to be submitted in the form of Bank Guarantee valid till successful completion of PO or Contract if awarded. The percentage reconsideration shall be based on guidelines issued by Govt. of India, from time to time

9.Free Issue Material (FIM): Not Applicable

10.Warranty / Guarantee & replacement: Our requirement of warranty / Guarantee is as given in the Commercial conditions for this tender.

11. Performance Bank Guarantee (PBG): PBG @ 10% of order value to be submitted in the form of Bank Guarantee from a Scheduled Bank, valid till successful completion of all contractual obligations, including the warranty period, in case PO/Contract is awarded. The percentage reconsideration shall be based on guidelines issued by Govt. of India, from time to time.
12. Consolidated SD cum PBG: If both SD and PBG are applicable, a Consolidated SD cum PBG for 10% order value can be submitted in the form of Bank Guarantee from a Scheduled Bank, valid till successful completion of all contractual obligations, including the warranty period. The percentage reconsideration shall be based on guidelines issued by Govt. of India, from time to time
13. Liquidated Damages Clause (LD): The delivery period should be realistic. The delivery period so quoted and mentioned in the order is the essence of the PO or Contract. In case of delay in delivery of material as per the delivery schedule LD at 0.5 per cent per week or part thereof on the undelivered portion subject to a maximum of 10 per cent of the contract value shall be levied. Wherever installation and commissioning are also involved the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted
14. LD, SD / Warranty / PBG clauses are mandatory and offer without acceptance of these clauses will not be considered for evaluation
15. Delivery terms: Our standard delivery term is FOR VSSC Trivandrum. In case any vendors offer 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.
16. Payment Terms: Our standard payment term is 100 per cent within 30 days of receipt and acceptance of Stores at our site for indigenous orders and Sight Draft or Wire Transfer or Irrevocable LC (without confirmation) for foreign orders. The Bank charges shall be to respective Accounts.
17. All registered MSME vendors are requested to provide their Registration and Ownership details.
18. Vendors may please note that MSMEs are not exempted from the submission of Security Deposit.
19. Vendors shall provide the name address email ID and contact number of authorised official in order to contact in case of need.
20. If any vendor submits forged or false documents along with their bids, the offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.
21. Tenders are not transferable and in case any vendor is not interested or able to submit their tenders such vendors may send their regret letter.
22. Wherein PFMS Number is not available, please provide IFSC Code Bank Details etc and upload Copy of Personalized cheque leaf in the name of the Purchase Vendor or NEFT Mandate form duly endorsed by the Bank of the Vendor.
23. Copy of latest filed tax returns
24. Details of registration Number, PAN Card, GST, TIN, NSIC, MSME registration etc.
25. The address of registered site works / workshop / etc.
26. Last minute clarification on tender will not be entertained.
27. PO will be placed on technically and commercially suitable lowest offer basis and VSSC reserves the right to split the order on L1 basis.
28. VSSC has the right to cancel the tender without assigning any reason thereof.
29. Our Bankers: State Bank of India, Thumba Branch, ISRO PO, Trivandrum 695022.
30. Consignee address: Senior Purchase and Stores Officer, Central Stores, RFF, VSSC, ISRO PO,

Trivandrum.

31.GST : In line with Notification No. 01/2017-Central Tax (Rate) dated 28-06-2017, as amended by Notification No. 06/2018-Central Tax (Rate) dated 25-01-2018 and Notification No. 24/2018 Central Tax (Rate) dated 31-12-2018 and corresponding SGST Rate Notifications, GST rate for the goods at Sl. No. 243 B : Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock up and modules, raw material and consumable required for Launch Vehicles and Satellites and Payloads is 2.5% CGST and 2.5% SGST. IGST is charged at 5 % in terms of Notification No. 01/2017-IGST dated 28-06-2017 as amended by Notification No. 07/2018 IGST dated 25-01-2018 and Notification No. 25/2018 IGST dated 31-12-2018, necessary IGST/CGST/SGST certificate shall be issued

A.1 Tender Schedule

Bid Submission Start Date :	28-04-2023 10:00
Bid Clarification Due Date :	06-06-2023 14:00
Bid Submission Due Date :	13-06-2023 14:00
Bid Opening Date :	13-06-2023 14:05
Price Bid Opening Date :	29-06-2023 14:00

B. Tender Attachments

Technical Write-up/Drawings

Document : Compliance sheet

Instructions To Vendors

2. 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.

3. PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER where the indent value is Rs. 2.00 lakhs & above for indigenous stores items

1. (a) 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.

(b) 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 nonacceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) 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.

(d) 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.

2. (a) 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.

(b) 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 nonacceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) 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.
(d)

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.

3. ACCEPTANCE OF STORES:

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

(b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

(c) If, in the opinion of the purchaser, all or any of the stores 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.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

4. 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.

5. a) Your offer should be valid for 90 days from the date of opening of the tender.

b) Prices are required to be quoted according to the units indicated in the annexed tender form. 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.

6. **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.

7. d) 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.

8. GUARANTEE & REPLACEMENT:

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

(b) 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.

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

(d) 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.

(e) The decision of the Purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or any other period or as to whether the nature of defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

(f) To fulfill guarantee conditions outlined in (a) to (e) above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser)

9. **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.

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

11. 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.

12. 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.

13. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be mentioned in the price bid template. If nothing is mentioned, then it will be presumed that the rate quoted is inclusive of all taxes/duties.

14. SECURITY DEPOSIT: Wherever, the Purchase Order value is Rs. 5.00 Lakhs or more, 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 ten percent 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 in terms of Sub-Clause (ii) and (iii) of clause regarding Delivery. (b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

15. TERMS & CONDITIONS OF TENDER

16. TEST CERTIFICATE: Wherever required, test certificates should be sent along with the despatch documents.

17. The authority of the person signing the tender, if called for, should be produced.

18. 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.

19. 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.

20. 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.

21. 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.

22. The term Purchaser shall mean the President of India or his successors or assigns.

23. 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.

4. INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER for imported stores items

1. I. INSTRUCTIONS TO TENDERERS

1. The Tenderers should submit quotations in duplicate in a sealed envelope, super scribing the Tender No. and due date of opening and complete in all respects with technical specifications, including pamphlets and catalogues.

2. A Proforma Invoice may also be given which should contain the following information:

a) The FOB/FCA value, the C & F value for import by Sea freight / Air freight up to and for air parcel post up to should be separately indicated.

b) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.

c) The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.

d) The earliest delivery period and country of origin of the Stores.

e) Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.

f) The approximate net and gross weight and dimensions of packages / cases.

g) Recommended spares for satisfactory operation for a minimum period of one year.

- h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.
3. The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
4. The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
5. Samples, if called for, should be sent free of all charges.
6. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.
7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
8. The details of Import Licence will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
10. Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only.
11. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
12. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
13. a) Part shipment is not allowed unless specifically agreed to by us.
b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us.
14. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.
15. 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 delay in fulfilling this responsibility.
16. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

II. TERMS AND CONDITIONS

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 order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- (c) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly 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 of plant, machinery or equipment of part thereof.
- (d) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

2. PRICES:

Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotations 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 variations.

3. TERMS OF PAYMENT:

3.1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

3.2 The Sight Draft / Letter of Credit will be operative on presentation of the undermentioned documents:

a) Original Bill of Lading / Airway Bill b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately. c) Packing List showing individual dimensions and weight of packages. d) Country of Origin Certificate in duplicate. e) Test Certificate. f) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser. g) Warrantee and guarantee Certificate/s vide Clause 20 hereinbelow

4. IMPORTANT LICENCE:

Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide para 3.2

5. DEMURRAGE:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.

6. ADDRESS OF INDIAN AGENTS:

7. GUARANTEED TIME DELIVERY:

The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

8. INSPECTION AND ACCEPTANCE TEST:

8.1 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 this 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.

8.2 For tests on the premises of the Contractor or of any of his subcontractors, 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.

8.3 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.

9. MODE OF DESPATCH:

Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.

10. PORT OF ENTRY:

Thiruvananthapuram/Chennai/Mumbai/Hyderabad/Bangalore

11. CONSIGNEE:

Purchase & Stores Officer, Stores, _____,

12. SHIPPING MARKS.

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

PURCHASE ORDER NO. DATED. GOVERNMENT OF INDIA DEPARTMENT OF SPACE
..... (name of the Centre/Unit) Destination: & Port of Entry:
.....

13. INSURANCE OF THE STORES:

The necessity or otherwise of insurance will be as indicated in the Purchase Order.

14. CONTRACTOR'S DEFAULT LIABILITY:

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

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

15. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 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 19 until such reasonable time as may be required for the final supply of stores.

15.1 If this Contract is terminated as provided in Clause 14 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.

15.2 In the event the Purchaser does not terminate the Contract as provided in Clause 14, 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 19 until the stores are accepted.

16. REPLACEMENT:

If the stores or 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. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17. REJECTION:

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either

- a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
- b) terminate the Contract for default as provided under clause 14 above, or
- c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

18. EXTENSION OF TIME:

If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

19. 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. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

20. GUARANTEE & REPLACEMENT:

- a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.
- b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, 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 parts thereof are faulty.
- c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores,

such replacements or renewals 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.

d) 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.

e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.

f) To fulfil guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10% 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.

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

h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

21 REQUIREMENTS OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:

The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

22. PACKING:

a) The Contractor wherever applicable shall pack and crate all stores for sea / air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.

b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.

d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.

e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.

f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of

air-consignments: a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies) b) Invoice (3 copies) c) Packing List (3 copies) d) Test Certificate (3 copies) e) Certificate of Origin.

The Contractor shall also ensure that one copy of the packing list is enclosed in each case.

23. ARBITRATION:

If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

24. LANGUAGE AND MEASURES:

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

25. 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 trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the Contract.

26. COUNTER TERMS AND CONDITIONS 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.

27. SECURITY INTEREST:

On each item to be delivered under this 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.

28. BANK CHARGES:

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

29. TRAINING: The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel from India 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.

30. APPLICABLE LAW:

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

5. Model certificate to comply the supplier

i. Model Certificate for Tenders (For Transitional Cases)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.

ii. Model Certificate for Tenders

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.

iii. Model Certificates for Tenders for Work involving possibility of sub-contracting

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contracting from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contract from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

C. Bid Templates

C.1 Technical Bid - supply installation and commissioning of XRF System

1. Portable XRF Analyser

Item specifications for Portable XRF Analyser

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	As per specification detailed in Annexure #1		-		

Document : Specifications (Annexure-1)

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	As per details mentioned in Annexure 1		-		

Supporting Documents required from Vendor

1. performance certificate

2. dully filled compliance sheet

3. Detailed Brochure of the item

4. 2 part tender

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	In working condition	Yes / No / Explain	
2	Taxes and other costs, if any . GST : (In line with Notification No. 01/2017-Central Tax (Rate) dated 28-06-2017, as amended by Notification No. 06/2018-Central Tax (Rate) dated 25-01-2018 and Notification No. 24/2018 Central Tax (Rate) dated 31-12-2018 and corresponding SGST Rate Notifications, GST rate for the goods at Sl. No. 243 B : Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock up and modules, raw material and consumable required for Launch Vehicles and Satellites and Payloads is 2.5% CGST and 2.5% SGST. IGST is charged at 5 % in terms of Notification No. 01/2017-IGST dated 28-06-2017 as amended by Notification No. 07/2018 IGST dated 25-01-2018 and Notification No. 25/2018 IGST dated 31-12-2018, necessary IGST/CGST/SGST concession certificate shall be issued)	Yes / No / Explain	
3	Security Deposit (Applicable if Offer Value is Rs. 5 Lakhs or above. MSME/NSIC Units are NOT EXEMPTED from the payment of SD. Bank Guarantee @ 10% of Order Value valid till 60 days from the date of supply to be submitted. The percentage reconsideration shall be based on guidelines issued by Govt. of India, from time to time.Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indentity Bond in lieu of BG. In the event of non-performance of contractual obligations, SD will be forfeited).	Yes / No / Explain	
4	Payment Term: (Our Defalut payment term: For indigenous orders: 100% within 30 days after receipt and acceptance of item at our site.)	Yes / No / Explain	
5	Warranty: As per annexure.	Yes / No / Explain	

6	Performance Bank Guarantee (PBG) Bank Guarantee @ 10% of Order Value valid till the completion of warranty period plus 2 months claim period to be submitted. The percentage reconsideration shall be based on guidelines issued by Govt. of India, from time to time. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In the event of non-performance of warranty obligations, PBG will be forfeited).	Yes / No / Explain	
7	Delivery Terms.FOR VSSC	Yes / No / Explain	
8	Delivery Period	Yes / No / Explain	
9	Liquidated Damages (Applicable beyond the delivery period mentioned in this tender @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value. Mandatory compliance required).	Yes / No / Explain	
10	Quote Validity:120 days from the date of opening of tender.	Yes / No / Explain	
11	PO Ordering Address with Name and Contact Details of Sales Person concerned (e-mail and phone number).	Yes / No / Explain	
12	Any Other Terms	Yes / No / Explain	
13	If a vendor is not able to submit bid against this tender due to any reason, such vendor is requested to post their REGRET message in the eprocurement portal with clear reasons or email to spso_mme_pur@vssc.gov.in. Non-submission of bids without regrets will be viewed seriously	Yes / No / Explain	

14	The offer shall be submitted in Two Part basis. Acceptance and responses to the technical and commercial terms specified shall be submitted in the first part and price details including offers for maintenance contract and cost of spares shall be submitted in the second part. No cost details including cost of AMC and spares shall be included in the Techno-commercial offer. Offers not meeting the above condition will be summarily rejected.	Yes / No / Explain	
15	Technical and commercial compliance matrix provided along with the tender shall be completely filled with adequate explanation and submitted along with offer. Offers having Yes or incomplete answers will be rejected.	Yes / No / Explain	
16	All correspondences and technical details /documentation shall be submitted in English(UK/US) language only	Yes / No / Explain	
17	This is a TWO-PART tender. i.e Techno-Commercial Bid (Part-1) 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 price bid shall lead to unconditional rejection of the tender. Please make note of the same.	Yes / No / Explain	
18	Consolidated SD cum PBG: If both SD and PBG are applicable, a Consolidated SD cum PBG for 10 % order value can be submitted in the form of bank guarantee from a scheduled bank valid till successful completion of all contractual obligations, including the warranty period. The percentage reconsideration shall be based on guidelines issued by Govt. of India, from time to time.	Yes / No / Explain	
19	The price shall be firm and fixed.	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Packing & Forwarding	Freight	Remark
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1	Portable XRF Analyser	1.00 Nos.		-				
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Common charges (Applicable for all items)

AMC Charges for 1st Year after warranty period	
AMC Charges for 2nd Year after warranty period	
AMC Charges for 3rd Year after warranty period	
Spare Cost	
Any Other Charges (Amount)	
Installation Charges	
Optional Spares Cost (lumpsum)	
Training Charges	
Cost of probable spares list with price break up	
AMC Charges for 4th Year after warranty period	
AMC Charges for 5th Year after warranty period	