

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

Tender for Supply of Cold Spray Coating Equipment

Bids to be submitted online

**Tender No.: VSSC/PURCHASE UNIT V (MME PURCHASE)/VS202300581101 dated
06-05-2024**

A. Tender Details

Tender No :	VSSC/PURCHASE UNIT V (MME PURCHASE)/VS202300581101
Tender Date :	06-05-2024
Tender Classification:	GOODS
Purchase Entity :	PURCHASE UNIT V (MME PURCHASE)
Centre :	VIKRAM SARABHAI SPACE CENTRE (VSSC)

Supply of Cold Spray Coating Equipment

- 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 along with Part-1 commercial bid. They are however requested to upload UNPRICED BIDS (i.e Price details masked) showing appropriate break up of components 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.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.
- 5.Only Class-I and Class-II Local suppliers as per Make in India Policy are eligible to participate in the bid.
- 6.Foreign vendors shall not quote.
- 7.The percentage of Local content should be specifically mentioned in the offer, without which it will be summarily rejected.
- 8.Preference will be given to Class-I Local Supplier and in their absence, Class-II Local Suppliers will be considered.
- 9.GST No: Our Goods and Service Tax Registration No 32AAAGV0026J1ZL.
- 10.GSTIN Rate and HSN Code: Vendors registered under GST shall mention their GSTIN applicable rate and HSN code wherever necessary as per GST Law.
- 11.Delivery of the item should be made as per commercial terms attached in the tender.

12. 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.
13. Security Deposit (SD): SD will be applicable if the Purchase Order value is above Rs 5 lakhs. SD at the rate of 3 per cent of order value to be submitted in the form of Bank Guarantee valid till successful completion of PO or Contract if awarded.
14. Free Issue Material (FIM): Not Applicable.
15. Warranty / Guarantee & replacement: Our requirement of warranty / Guarantee is as given in the Commercial conditions for this tender.
16. Performance Bank Guarantee (PBG): PBG @ 3 % 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.
17. Consolidated SD cum PBG: If both SD and PBG are applicable, a Consolidated SD cum PBG for 3 % 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.
18. 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.
19. LD, SD / Warranty / PBG clauses are mandatory and offer without acceptance of these clauses will not be considered for evaluation.
20. 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.
21. 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.
22. All registered MSME vendors are requested to provide their Registration and Ownership details.
23. Vendors may please note that MSMEs are not exempted from the submission of Security Deposit.
24. Vendors shall provide the name address email ID and contact number of authorised official in order to contact in case of need.
25. 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.
26. 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.
27. 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.
28. Copy of latest filed tax returns
29. Details of registration Number, PAN Card, GST, TIN, NSIC, MSME registration etc.
30. The address of registered site works / workshop / etc.

- 31.Last minute clarification on tender will not be entertained.
- 32.PO will be placed on technically and commercially suitable lowest offer basis and VSSC reserves the right to split the order on L1 basis.
- 33.VSSC has the right to cancel the tender without assigning any reason thereof.
- 34.Our Bankers: State Bank of India, Thumba Branch, ISRO PO, Trivandrum 695022.
- 35.Consignee address: Senior Purchase and Stores Officer, Central Stores, RFF, VSSC, ISRO PO, Trivandrum.
- 36.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".
- 37.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 e-procurement portal with clear reasons or email to pso1_mme_pur@vssc.gov.in. Non-submission of bids without regrets will be viewed seriously.

A.1 Tender Schedule

Bid Submission Start Date :	06-05-2024 14:00
Bid Clarification Due Date :	04-06-2024 14:00
Bid Submission Due Date :	06-06-2024 14:00
Bid Opening Date :	06-06-2024 14:05
Price Bid Opening Date :	27-06-2024 14:00

B. Tender Attachments

Technical Write-up/Drawings

Document : Compliance statement

Document : Spec cold spray

Instructions To Vendors

3. 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.

4. 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. 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.

6. 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.

7. 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:-

8. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).

9. '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.

10. 'Margin of purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).

11. 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.

12. 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 per Sl. No.(3)] 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.

13. 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.

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

15. 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.

16. 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.

5. FORM NO. 20

1. Form No. DOS:PM:20

INSTRUCTIONS TO TENDERERS

1. Late tenders and delayed tenders will not be considered.
2. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
3. 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.
4. a) Your quotation 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.
5. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
6. (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.
7. 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.
8. Corrections, if any, must be attested. 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.
9. 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.
10. 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.
11. The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

- (a) The term "Purchaser" shall mean the President of India or his successors or assigns.
- (b) The term "Contractor" shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- (c) 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.
- (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.

2. 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.

3. 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 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 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. 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 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 4 (a) to (e) 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 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 the stores at purchaser's site.

(h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the "asked for" guarantee period plus two months.

5. 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.

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. TEST CERTIFICATE:

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

8. 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. 8 (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.

9. 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.

10. DELIVERY:

(a) 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 under sub-clause (ii) & (iii) of clause 10 (b) 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.

11. 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 10 thereof.

12. 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.

13. PAYMENT:

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

14. MODE OF PAYMENT:

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

materials.

15. 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.

16. 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.

17. ARBITRATION:

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit

(i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or

(ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator. If the arbitrator be a person appointed by the Head of the Purchase Office In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings

under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

18. 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.

19. 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.

6. 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 of Cold Spray Coating Equipment

1. Powder Spray Equipment

Item specifications for Powder Spray Equipment

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Refer Annexure attached	Technical Specification	Yes / No / Explain		

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Technical Specification	Refer Annexure Attached	Yes / No / Explain		

Supporting Documents required from Vendor

1. Price bid (Price Bid Related)

2. Equipment catalogue

3. Technical compliance statement

4. Technical bid

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	one year warranty after installation and commissioning shall be provided by the party	Yes / No / Explain	
2	Two days operational and maintenance training of the equipment shall be given by the party after successful installation of equipment.	Yes / No / Explain	
3	VSSC engineers will carry out pre delivery inspection at party's work site.	Yes / No / Explain	
4	Party shall supply the item within three months from the date of purchase order.	Yes / No / Explain	
5	Warranty	Yes / No / Explain	
6	Training	Yes / No / Explain	
7	Warranty	Yes / No / Explain	
8	Training	Yes / No / Explain	
9	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	

10	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 @ 3% of Order Value valid till 60 days from the date of supply to be submitted. 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.The percentage reconsideration shall be based on guidelines issued by Govt. of India ,from time to time)	Yes / No / Explain	
11	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	
12	Warranty: As per annexure	Yes / No / Explain	
13	Performance Bank Guarantee (PBG) Bank Guarantee @ 3% of Order Value valid till the completion of warranty period plus 2 months claim period to be submitted. 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 The percentage reconsideration shall be based on guidelines issued by Govt. of India ,from time to time).	Yes / No / Explain	
14	Delivery Terms: FOR VSSC	Yes / No / Explain	
15	Delivery Period	Yes / No / Explain	
16	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	
17	Quote Validity: 90 days from the date of opening of tender	Yes / No / Explain	

18	<p>Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content:</p> <p>a) Equal to or more than 50% : Class-I local supplier.</p> <p>b) More than or equal to 20% but less than 50% : Class-II local supplier.</p> <p>c) Less than 20% : Non-local supplier.</p> <p>Mention your category.</p>	Yes / No / Explain	
19	<p>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.</p>	Yes / No / Explain	
20	<p>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. Confirm attachment of Self declaration along with the offer.</p>	Yes / No / Explain	
21	<p>PO Ordering Address with Name and Contact Details of Sales Person concerned (e-mail and phone number).</p>	Yes / No / Explain	
22	<p>Any Other Terms</p>	Yes / No / Explain	
23	<p>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 sps0_mme_pur@vssc.gov.in. Non-submission of bids without regrets will be viewed seriously</p>	Yes / No / Explain	
24	<p>Quote shall be in INR only</p>	Yes / No / Explain	

25	Price shall be firm and fixed	Yes / No / Explain	
26	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	
27	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	
28	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	
29	Consolidated SD cum PBG: If both SD and PBG are applicable, a Consolidated SD cum PBG for 3 % 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.	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Packing & Forwarding Charges	Freight @ Price	Remark
1	Powder Spray Equipment	1.00 Nos.		-				

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	
Any Other Charges (Amount)	
Installation Charges	
Optional Spares Cost (lumpsum)	
Training Charges	
AMC Charges for 4th Year after warranty period	
AMC Charges for 5th Year after warranty period	
Essential Spares Cost (lumpsum)	
Extended Warranty Charges, if applicable.	