

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

Tender for Hydrocarbon Fuel sample container

Bids to be submitted online

Tender No.: VSSC/PURCHASE UNIT III (SPRE)/VS202400119301 dated 27-03-2024

A. Tender Details

Tender No : **VSSC/PURCHASE UNIT III (SPRE)/VS202400119301**

Tender Date : **27-03-2024**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT III (SPRE)**

Centre : **VIKRAM SARABHAI SPACE CENTRE (VSSC)**

Hydrocarbon Fuel sample container

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A.1 Tender Schedule

Bid Submission Start Date : **28-03-2024 15:15**

Bid Clarification Due Date : **23-04-2024 14:00**

Bid Submission Due Date : **26-04-2024 14:00**

Bid Opening Date : **26-04-2024 14:01**

B. Tender Attachments

Technical Write-up/Drawings

Document : Tech specifications

Instructions To Vendors

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

1. 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:-

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: a)Equal to or more than 50% : Class-I local supplier. b)Minimum 20% but less than 50% : Class-II local supplier. c) Less than 20% : Non-local supplier.

4. '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.

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

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

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

3. PROFORMA FOR TERMS AND CONDITIONS OF TENDER where the indent value is < 2.00 lakhs for indigenous stores items

1. (a) Prices are required to be quoted according to the units indicated in the Price Bid Template. When quotations are given in terms of units other than those specified in the tender form, relationship between the two systems of unit must be furnished.

2. Arbitration: In the event of any dispute or difference arising under these terms & conditions or any condition 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 dealt with in accordance with the provisions of Arbitration and Conciliation Act, 1996 along with the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 or any other enactment made by Government of India.

3. (b) Packing and Forwarding : 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 to the Contractor.

4. Goods and Service Tax and/or other duties/levies, where legally leviable and intended to be claimed, should be distinctly shown separately in the Price Bid Template.

5. Guarantee: Wherever mentioned, the stores offered should be guaranteed for a minimum period of twelve months or any other period as mentioned, against defective stores design, operation or manufacture. For defects noticed during the guarantee period, replacement/repair should be arranged free of cost within a reasonable period of such notification. In cases where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.

6. Payment terms are full payment within 30 days from the date of receipt and acceptance of material ordered. Our Bankers are State Bank of India, Branch, Thumbra (place).

7. Price quoted should be on the basis of FOR, VSSC, Thiruvananthapuram/delivery at site. The Purchaser will not pay separately for transit insurance, and the risk and cost during transit shall be exclusively the responsibility of the Contractor and the purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

8. Quotation should be valid for at least 60 days from the date of opening of the tender.

9. Specifications: Stores offered should strictly conform to Purchaser's specifications. Deviations, if any, shall 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 quotation. Test certificate, wherever necessary, should be forwarded along with supplies. Wherever options are called for in our specifications, the tenderer should address all such options, wherever specifically mentioned by us, and the tenderer could suggest changes to specifications with appropriate response for the same. Even in such case, the tenderer should state why he cannot meet our specification/s and why he is suggesting the change.

10. The Contractor shall at all times indemnify the Purchaser against all claims which may be in respect of the stores for infringement of any right protected by Patent, Registration or design or Trade Mark and shall take all risks of accidents or damage which may cause a failure of the supply from whatever causes arising and the entire responsibility for the sufficiency of all means used by him for the fulfilment of the Contract.

11. The Purchaser reserves the right to accept or reject any quotation fully or partly without assigning any reason therefore.

12. 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 not later than the date specified therein, and failure to do so, without adequate justification, may involve cancellation of the Contract at the discretion of the Purchaser

13. Where counter terms and conditions/printed or cyclostyled conditions of sale have been offered by the tenders, the same shall not be deemed to have been accepted by the Purchaser unless the Purchaser's specific written acceptance thereof is obtained.

C. Bid Templates

C.1 Technical Bid - Hydrocarbon Fuel sample container

1. Sample Collection and Accessories-hydrocarbon fuel sample carrying container

Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	attached separately	please see the documents	Yes / No / Explain		

Supporting Documents required from Vendor

1. detailed technical specification documents

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	to be sent in sealed pack conditions	Yes / No / Explain	
2	Applicable Taxes and other costs,	Yes / No / Explain	
3	Warranty	Yes / No / Explain	
4	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).	Yes / No / Explain	
5	Delivery Terms.	Yes / No / Explain	
6	Delivery Period	Yes / No / Explain	
7	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	
8	Payment Term: (Our Default payment term: For indigenous orders: 100% within 30 days after receipt and acceptance of item at our site. For import cases: 100% by Sight Draft with Bank Charges to respective accounts. NOTE: CONSEQUENT TO COVID 19 PANDEMIC AND AS PER EXTANT GUIDELINES FROM DEPARTMENT OF SPACE, NO ADVANCE PAYMENT IS PAYABLE TO THIS TENDER).	Yes / No / Explain	
9	PO Ordering Address with Name and Contact Details of Sales Person concerned (e-mail and phone number).	Yes / No / Explain	
10	Any Other Terms	-	

11	<p>This is a SINGLE PART TENDER Only online tenders will be accepted. No manual / Postal / e-mail / fax offers will be entertained. No manual tender document will be issued. Parties interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal https://eproc.vssc.gov.in by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk 0471 256 5454 also as provided in the home page of e-procurement portal in case of any problem for registration and subsequent process. Vendors may please note that without registering in our e-procurement portal, they will not be able to quote for this e-tender.</p>	-	
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C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Sample Collection and Accessories-hydrocarbon fuel sample carrying container	50.00 Nos.		-		

Common charges (Applicable for all items)

Packing & Forwarding Charge	
Essential Spares Cost (lumpsum)	
Optional Accessories-Lumpsum	
Transportation Charges	
Installation & Commissioning Charges	
Training Charges	

NC-AMC Charges for 5 Years,excluding Taxes	
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