

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

**Tender for Non Comprehensive AMC for Powder Characterization  
Equipment**

**Bids to be submitted online**

**Tender No.: VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202400160801 dated  
09-04-2024**

## A. Tender Details

Tender No :	<b>VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202400160801</b>
Tender Date :	<b>09-04-2024</b>
Tender Classification:	<b>SERVICES</b>
Purchase Entity :	<b>PURCHASE UNIT I (MAIN PURCHASE)</b>
Centre :	<b>VIKRAM SARABHAI SPACE CENTRE (VSSC)</b>

### **Non Comprehensive AMC for Powder Characterization Equipment for two years.**

1.In order to avail the benefits extended by the Govt. of India to the Micro and Small sector Vendors are requested to submit along with their offers-attested copy of valid EM Part II signed by the General Manager, DIC.

2.If any of the bidders submit any forged or false documents along with the tender such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.

3. All Tax Invoices issued by supplier/ service providers shall invariably bear their GST Registration No. (GSTIN) & the applicable GST rates. In the absence of which, the invoices shall not be processed for payment. [VSSC GST IN 32AAAGV0026J1ZL]

### **A.1 Tender Schedule**

Bid Submission Start Date :	<b>09-04-2024 20:00</b>
Bid Clarification Due Date :	<b>19-04-2024 17:00</b>
Bid Submission Due Date :	<b>09-05-2024 14:00</b>
Bid Opening Date :	<b>09-05-2024 14:30</b>

## B. Tender Attachments

### Technical Write-up/Drawings

Document : Annexure-I

### Instructions To Vendors

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

1. 1. As per the Rule 144(xi) of General Financial Rule, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority ie., Department for Promotion of Industry and Internal Trade (DPIIT).

2. 2. Hence, Vendors or Agents of a Vendor (Indian or others) from a country sharing border with India shall submit copy of valid registration made with Department for Promotion of Industry and Internal Trade (DPIIT), Government of India along with the tender mandatorily, without which the offer will be treated as invalid.

3. 3. 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". Please submit this declaration duly signed and stamped by your Authorized signatory in your Company/OEM's Letter head.

4. 4. 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.

5. 5. 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. Format for Self Certification under Preference to MAKE IN INDIA Policy

1. 1. In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s. \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum percentage of Local content \_\_\_\_\_ ( class I/Class II) as defined in above orders for the materials

against Tender No. \_\_\_\_\_

2. 2. Details of locations at which local value addition will be made is as follows: -----  
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3. 3. We also understand, false declarations will be in breach of the Code in Integrity under Rule 175(1) (i) (h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

4. 4. Seal and Signature of Authorized Signatory.

## **C. Bid Templates**

### **C.1 Technical Bid - Non Comprehensive AMC for Powder Characterization Equipment**

#### **1. Non Comprehensive AMC - for Laser Particle Size Analyzer. Detail as per Annexure-I**

#### **Supporting Documents required from Vendor**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	PERIOD OF CONTRACT: - The Contract shall be valid for a period mentioned in the tender. However, VSSC reserves the right to extend the same for further periods at the same rates, terms & conditions on mutual agreement. VSSC also reserves the right to short close/terminate the Contract by giving one month prior notice in writing if the performance of the Contractor or their workforce is found to be unsatisfactory during the currency of the Contract, without any financial obligations on VSSCs side.	Yes / No / Explain	
2	SYSTEM DETAILS: As per the Tender and attached Technical terms if any.	Yes / No / Explain	
3	SCOPE OF WORK: As detailed in the tender.	Yes / No / Explain	
4	CHARGES: - Please quote your lowest charges for the above system valid for period mentioned in the tender Percentage of GST, if any payable shall be shown separately along with applicable HSN code. The rates shall remain firm and fixed till the completion of the entire contract period.	Yes / No / Explain	

5	<p><b>SPARES:</b> For Comprehensive AMC, any defective item/spares if required to be replaced shall be carried out by the Contractor, free of cost. Contractor shall ensure sufficient stock of items for readiness of replacement of defective components.</p> <p>For Non-comprehensive AMC, the spare parts if any required for maintenance, shall be provided by VSSC. However, if the spares are not readily available with VSSC, but are available with the Contractor, the same shall be supplied with prior approval from the concerned Contact person duly certified by the respective Approving authority for which payment will be made extra against production of documentary evidence. Replacement of spare parts may be routed through stores only and removed parts may be handed over to stores.</p> <p>Price list of Essential Spare Parts for the Machine shall be submitted along with your quotation without fail. Please specify applicable percentage of GST for Spares along with HSN code</p>	Yes / No / Explain	
6	<p><b>PAYMENT:</b> - Payment shall be made on MONTHLY/BI-MONTHLY/QUARTERLY/HALFYEARLY/ANNUAL Pro-rata basis after satisfactory completion of each maintenance/visit. No other mode of payment shall be entertained.</p>	Yes / No / Explain	
7	<p><b>DOWN -TIME COMPENSATION:</b> - In case the break-down calls are not attended to within 48 hours from the date of intimation from VSSC, down time compensation at the rate of 0.5% (of the annual maintenance charges of the broken down system) per day subject to a maximum of 5% shall be recovered from the Contractor.</p>	Yes / No / Explain	

8	<p><b>SECURITY DEPOSIT :-</b> In case of an order, the Contractor shall submit an interest free security deposit equivalent to 10% of the annual contract value in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee or Insurance Surety Bond towards performance of the Contract. This Security Deposit shall be refunded after due performance of this Contract or shall be adjusted/forfeited against any dues. Please note that after 31/03/2023, Security Deposit will be 10%, or as per Government of India revised guidelines.</p>	Yes / No / Explain	
9	<p><b>ADDITIONS &amp; DELETIONS-</b> VSSC reserves the right to add/delete any number of same type of system during the currency of the Contract as per the agreed rates.</p>	Yes / No / Explain	
10	<p><b>SUBLET OF CONTRACT:</b> - The Contractor shall not sublet, transfer or assign the Contract or any part thereof without VSSCs prior written approval.</p>	Yes / No / Explain	
11	<p><b>FALL CLAUSE-</b> The maintenance charges quoted by the Contractor shall in no event exceed the lowest charges at which the Contractor maintain system(s) of identical description to any other party(ies) during the period of this Contract. If at any time, during the said period, the Contractor reduce the maintenance charges of such machine to any other customer, it shall forthwith be notified to VSSC and the charges payable under the Contract for the servicing done after the date of coming into force of such reduction of maintenance charges, shall stand correspondingly reduced.</p>	Yes / No / Explain	

12	<p>ARBITRATION: - In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act (Amendment) Act 2015 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be in English only.</p> <p>Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	Yes / No / Explain	
13	<p>In the event of damages to VSSCs property or injury to VSSC/Contractors personnel due to the negligence of the Contractor/ Contractors workforce, the responsibility shall solely rest with the Contractor. VSSC shall not be responsible for loss of life of the Contractor /Contractors workforce due to accidents/natural calamities</p>	Yes / No / Explain	

14	In case after award of this contract, the Contractor fail to execute the same, VSSC shall get the works done through other agencies at your risk and cost.	Yes / No / Explain	
15	The Contractor shall make their own arrangements for Transport, Canteen, Safety, Medical and other amenities for their personnel deputed to VSSC.	Yes / No / Explain	
16	The work shall be done at VSSCs site during normal working hours between 0900 hrs & 1700 hrs (Monday to Friday).	Yes / No / Explain	
17	The Contractor shall depute only qualified and trained Engineers/Technicians for attending the maintenance work and they shall be Indian Nationals.	Yes / No / Explain	
18	All necessary tools and tackles for the work shall be brought by the Contractor.	Yes / No / Explain	
19	Any loss incurred by VSSC shall be recovered from the Contractor.	Yes / No / Explain	
20	Entry Pass: - Entry passes shall be arranged by VSSC for Contractors service personnel deputed to VSSC. Based on the certification by the respective contact person and approved by respective Division Head. Necessary Police Verification Report shall also be provided by the Contractor in respect of their personnel.	Yes / No / Explain	
21	Note1: VSSCs enclosed printed standard terms & conditions shall also form part of this tender.	Yes / No / Explain	
22	Note2: If any of the bidders submit any forged or false documents along with the tender, such tenders shall be summarily rejected and such bidders shall be blacklisted for all future tenders.	Yes / No / Explain	
23	The Contractor shall attend one Preventive Maintenance visit per year.	Yes / No / Explain	
24	The Contractor shall also attend any number of Breakdown call visits per year on free of cost as and when required.	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
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1	Non Comprehensive AMC - for Laser Particle Size Analyzer. Detail as per Annexure-I	2.00 Years		-		
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**Common charges (Applicable for all items)**

<b>Freight charge</b>	
<b>P&amp;F Charges</b>	