

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
SATISH DHAWAN SPACE CENTRE SHAR SRIHARIKOTA (SDSC SHAR)
NELLORE**

**Tender for Inspection services for York make screw chiller packages
at SLP area**

Bids to be submitted online

**Tender No.: SDSC SHAR/SCF-2(CMG, TEL, SFS, MSA, EF&HD, SR, TOMD,
CANTEEN)/SH202300079601 dated 16-06-2023**

A. Tender Details

Tender No : **SDSC SHAR/SCF-2(CMG, TEL, SFS, MSA, EF&HD, SR, TOMD, CANTEEN)/SH202300079601**

Tender Date : **16-06-2023**

Tender Classification: **SERVICES**

Purchase Entity : **SCF-2(CMG, TEL, SFS, MSA, EF&HD, SR, TOMD, CANTEEN)**

Centre : **SATISH DHAWAN SPACE CENTRE SHAR SRIHARIKOTA (SDSC SHAR)**

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A.1 Tender Schedule

Bid Submission Start Date : **16-06-2023 12:00**

Bid Clarification Due Date : **23-06-2023 12:00**

Bid Submission Due Date : **07-07-2023 16:01**

Bid Opening Date : **07-07-2023 16:01**

B. Tender Attachments

Technical Write-up/Drawings

Document : Annexure

Instructions To Vendors

2. General Instructions to Vendor

1. Instructions to tenderers

TeleNo.08623-225174/226043

Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, nair_binu@shar.gov.in, vaishnavee.s@shar.gov.in

1. Interested tenderer s may, at their option, login to <https://eproc.vssc.gov.in> and submit your offers.

2. TENDER FEE IS NOT APPLICABLE.

3. EARNEST MONEY DEPOSIT IS NOT APPLICABLE IF NOT MENTIONED IN THE RFP SPECIFICATION.

4. Indian agents while quoting on behalf of their principals are requested to attach Principals original quote, necessary authorization letter from their Principals, copy of agency agreement etc. in their bid.

5. TWO PART BIDS: In case of Two part tender, price details shall not be uploaded in the Technical & Commercial Bids (Part I), failing to which the bid will be treated as INVALID.

6. The offer should be valid for a minimum period of 120 days for 2 part / 90 days for single part from the date of opening.

7. Due date & time: Sufficient time has been allotted for Bid submission. Vendors are requested to complete Bid submission well in advance. Last minute requests for due date extension citing server problems etc. will not be entertained. Bids will not be entertained after the due date and time.

7 (A). Request for the extension of the due date will not be considered.

8.

(a) Bid Opening for Public Tender: In case of Public Tender-Two Part Tenders: Technical and Commercial Bids will be opened on the first day specified for Tender opening. Interested vendors can attend the tender opening session to know the bidding details (Bidders presence is not mandatory to consider the quote for evaluation). Price Bid opening of the selected vendors will be scheduled later and it will be intimated to the selected Bidder (s).

(b) For Limited Tender: Bidders participation is not allowed.

9. Prices are required to be quoted according to the units indicated.

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

11. (a) All available technical literature, catalogues and other data in support of the specifications and detail of the items should be furnished as attachments.

(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 non-acceptance 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 dimensions details are available the same should be indicated in your offer.

(d) Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in their quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples wherever necessary. Test certificates wherever necessary should be attached. Whenever options are 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.

12. 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 portion of quantity offered and the tenderers shall supply the same at the rates quoted.

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

14. The tenderer will be required to furnish a document containing the name of his bankers as well as the latest income-tax clearance certificate duly counter signed by the Income-tax Officer of the Circle concerned under the Seal of his office, if required by the Purchaser.

15. The Purchaser reserves the right to place order on the successful tenderers for additional quantity up to 25% of the quantity offered by them at the rates quoted.

16. Sr. Head, Purchase and Stores, SDSC SHAR SRIHARIKOTA reserves the right to accept or reject

any bid in part or full without assigning any reason thereof.

17. 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 Competent Authority as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the above OM is applicable for this tender.

3. STANDARD TERMS & CONDITIONS

1. Tele No.08623-/225174/226043

Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, manas@shar.gov.in, vaishnavee.s@shar.gov.in

1. Instruction to Indigenous Suppliers:

a) Payment Terms shall be as specified in RFP. If not specifically mentioned Our Normal payment term is 100% within 30 days after receipt and acceptance of the item at our site. Please confirm acceptance in your quotation.

b) GST/IGST: Please specify GST percentage, if any, in your offer. Please mention HSN code in your offer.

c) Purchase / Price preference to MSEs

Purchase/Price preference will be applicable to the product reservation admissible to the Micro and Small Enterprises. Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small and Medium Enterprises Development Act, 2006. The participating MSEs in a tender, quoting price within the band of L-1 + 15% may also be allowed to supply a portion of the requirement by bringing down their price to the L-1 price, in a situation where L-1 price is from someone other than an MSE. Such MSEs may be allowed to supply up to 25% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

Micro & Small Enterprises which have technical capability to deliver the goods & Services as per prescribed technical & quality specifications and may not be able to meet the qualification criterion relating to prior experience-prior turnover may be relaxed as per guidelines issued by Ministry of MSMEs & as amended from time to time.

Interested vendors shall specifically claim the benefit with supporting documents.

d) Purchase / Price preference to Make-in-India Products:

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications

issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs. 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in-India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Instruction to Foreign Suppliers:

- a) Payment Terms shall be as specified in RFP. If not specifically mentioned Our normal payment term is SIGHT DRAFT, Please confirm acceptance in your offer, if you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.
- b) Please specify whether any export clearance is required in case of an order on you.
- c) Warranty/Guarantee applicable for the item shall be mentioned in your offer
- d) Special Certification for packing Material : as per Plant Quarantine (Regulation of Control into India) Order 2003, Articles packed with packing material of plant origin viz., hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, Dunn age Mats, wooden packages, coir pith, pear or sphagnum moss etc., will be allowed entry by Customs only with a Phytosanitary Certificate. In case if a Purchase Order, if you propose to us any of the above material for packing such a certificate issued by your local Plant Quarantine Authority shall be furnished.
- e) Confirm whether any Export License is required and for which End User Certificate is to be provided by us, in case of an Order on you. (Enclose format for EUC, if applicable)
- f) Either Indian Agent on behalf of the foreign principals or the foreign principal directly can quote against this order, but not both. In either case an Indian agent cannot represent more than one principal against the same tender.
- g) In case the quote is in INR we prefer to execute the same on HSS Basis and for which Concessional Customs duty as per Notification no.50/2017 Customs dated 30.06.2017, Serial No.539(A) as amended by Notification no.05/2018 dated 25.01.2018. In case the quote is on Indian Rupee (Outside High Sea Sale), the price shall include taxes and duties if any. We shall not be able to provide any duty or IGST tax exemption/concession certificates. If the item quote is of USA make, please quote for all-inclusive price since we prefer to get the item on FOR destination basis.
- h) 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 Competent Authority as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of

Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the above OM is applicable for this tender.

Common terms to Indigenous and foreign suppliers:

3.Warranty

You shall provide applicable warranty for the items offered by you without fail. For the applicable period you shall provide necessary warranty certificate.

4.Performance Bank Guarantee

Towards the performance of the systems during the warranty period you shall submit a performance bank guarantee equivalent to 3% of the order value to cover the warranty period. This PBG shall be interest free and the same shall be returned to you on successful completion of all contractual obligations. The said PBG shall have a further claim period of 2 months.

5.Security Deposit

On acceptance of the order, you shall submit an interest free amount equivalent to 3% of the total contract/order value towards security deposit. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Bank Guarantee/Demand Draft/FDR receipts duly endorsed in the name of the centre. The Security Deposit will be returned to you on successful completion of the Contractual obligations; failing which it shall be forfeited/adjusted.

6.Offer Validity

Your offer shall be valid for 120 days in case of 2 part / 90 days in case of single part from the date of tender opening. In case you offer validity is less than the mentioned above, the said offer is liable for rejection which may please be noted.

7.Liquidated Damages:

If you fail to deliver the ordered items satisfactorily within the time specified or any extension thereof, Liquidated Damage @ 0.5%(zero point five percent) of the order value or part thereof the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However total Liquidated Damage shall not exceed 10% (ten percent) of the order value.

FORCE MAJEURE:

Should a part or whole work covered under this contract be delayed in delivery/completion of work due to reasons of Force majeure which shall include legal lockouts, strikes, riots, civil commotion, fire, accidents, quarantines, epidemic, acts of God & War, stoppage of deliveries by the Government , freight embargoes etc; the delivery period/completion of work referred to in this Contract shall be extended by a period not in excess of duration of such Force Majeure. The occurrence shall be notified by either party within reasonable time.

8.Offers received through post, courier, fax or email will not be considered.

9. Technical and commercial bid (Part-I) shall not contain any price details. Optional accessories or other price details, if any shall be uploaded in Supporting documents related to Price Bid, to be opened along with Price Bid.

10. In respect of FIM being issued, the fabricator shall submit Bank Guarantee for equivalent sum compulsorily. In case, submission of Bank Guarantee is not possible, the reasons there for shall be clearly mentioned. However, for such cases the fabricators at their cost shall secure such FIM through Insurance Policy with Director, SDSC SHAR as beneficiary. In case of PSU and Government Organization, Indemnity Bond in lieu of Bank Guarantee is acceptable. Balance FIM/Scrap, if any shall be returned along with the supply of the items. Please confirm acceptance in your quotation.

11. SDSC SHAR shall have the right to place part order among the parties for the items for which they are the lowest.

12. 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 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

13. As per Rule 144 (xi) to GFR any bidder from a country - for any goods/services including consultancy and non consultancy services and turnkey projects -- that shares a land border with India, will have to be registered with a competent authority.

C. Bid Templates

C.1 Technical Bid - Inspection services for York make screw chiller packages at SLP area

1. AIR CONDITIONING PLANTS

Inspection services for York make screw chiller packages at SLP area as per Annexure.

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	GST/IGST if any, Please mention only in percentage. (SAC code shall be indicated for each item and accordingly mention the GST Rate applicable as per prevailing guidelines.) Note: Suppliers are requested to explicitly state whether Quoted percentage is Extra or Inclusive, If Not i.e, if you quote as "YES/Accepted /Noted/ As per tender specifications" it will be treated as included in the quoted basic cost.	Yes / No / Explain	
2	CONTRACT PERIOD: The Contract shall be valid for 1 year from the date of placement of Order.	Yes / No / Explain	
3	PAYMENT TERM: Payment will be made on pro-rata basis after each visit, for number of days inspection carried out and submission of inspection report, duly certified by our engineer-in-charge.	Yes / No / Explain	
4	DELIVERY TERM: SDSC SHAR, Sriharikota	Yes / No / Explain	
5	FORCE MAJEURE: If at any time during the continuance of the order the performance in whole or part by either party of any obligation under this order shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, lightening, epidemic, quarantine restrictions, strikes, go-slow, lockout or acts of God, notice of which is given either party to the other within 21 days from the date of occurrence thereof, neither party shall be reasons of such eventually be entitled to terminate this order nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.	Yes / No / Explain	

6	<p>ARBITRATION:- The Contract shall be interpreted, construed and governed by the Laws in India. In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Work Package Order(s), such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Office of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre - Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.</p>	Yes / No / Explain	
7	<p>VALIDITY OF OFFER: - In case of single part tender - the validity of offers/tenders should be 90 days. In two part tender - 120 days from the date of opening of Part-I bid and 60 days from the date of opening of Part-II bid. Tenders shorter than offer validity mentioned above will not be considered for evaluation.</p>	Yes / No / Explain	

8	SECURITY DEPOSIT (SD) : If the Order value exceeds 5 Lakh, a Bank Guarantee for the faithful execution of the contract / PO for 3% of the order value shall be provided immediately after receipt of the order towards the performance of the contract. The Bank Guarantee should be from a Nationalised / Scheduled Bank in Rs.100 non-judicial stamp paper valid till the completion of scope of work / supply as per the order plus 60 days. This will not carry any interest and shall be returned to you after successful completion of scope of work / supply against your request. In case of non performance/poor performance the Bank Guarantee shall be forfeited. If you are not submitted the BG within the specified period, this order is liable to be cancelled.	Yes / No / Explain	
9	DOWN-TIME COMPENSATION: In case the break-down calls are not attended to within 48 hours of intimation and if reported problem is not solved within 96 hours without valid reasons, down time compensation @ 0.5% (of the annual maintenance charges) per day shall be recovered from you subject to a maximum of 5%.	Yes / No / Explain	
10	The Contractor shall employ Indian Nationals above age of 18 years only.	Yes / No / Explain	
11	PENALTY/ LIQUIDATED DAMAGES (LD): In case of delay in total scope of work beyond the stipulated contract period, Penalty/ Liquidated Damage will be levied @ 1/2% per week or part there of subject to a maximum of 10% of total order value or part there of.	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	AIR CONDITIONING PLANTS Inspection services for York make screw chiller packages at SLP area as per Annexure.	6.00 Days		-		

Common charges (Applicable for all items)

Additional Charges, if any (P&F, Freight etc.)	
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