

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

**Tender for Fabrication Contract at PCR**

**Bids to be submitted online**

**Tender No.: SDSC SHAR/PCR Purchase/SH202400156201 dated 09-12-2024**

## A. Tender Details

Tender No :	<b>SDSC SHAR/PCR Purchase/SH202400156201</b>
Tender Date :	<b>09-12-2024</b>
Tender Classification:	<b>WORKS</b>
Purchase Entity :	<b>PCR Purchase</b>
Centre :	<b>SATISH DHAWAN SPACE CENTRE SHAR SRIHARIKOTA (SDSC SHAR)</b>

### Fabrication Contract at PCR

Fabrication Services of Pipelines and Equipment joints at PCR

1. This is a two-part tender. Bidders should submit documents containing price details in PRICE BID only. If documents with price details/price details are submitted with techno-commercial part, such tenders will be treated as invalid and rejected.

2. In case the bidder proposes any other payment terms in deviation with the standard terms mentioned above, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison.

3. GeM Availability Report and Past Transaction Summary (GeMARPTS) Report ID: GEM/GARPTS/06122024/8RZVFBMLK6MD

### A.1 Tender Schedule

Bid Submission Start Date :	<b>09-12-2024 10:30</b>
Bid Clarification Due Date :	<b>26-12-2024 17:00</b>
Bid Submission Due Date :	<b>09-01-2025 14:00</b>
Bid Opening Date :	<b>09-01-2025 14:30</b>
Price Bid Opening Date :	<b>13-01-2025 14:30</b>

## **B. Tender Attachments**

### **Technical Write-up/Drawings**

**Document : Specifications annexure-I**

### **Instructions To Vendors**

#### **2. INSTRUCTIONS TO TWO PART TENDER**

1. We are proposing to invite Tenders in Two Parts viz., Part-I Techno and Commercial & Part-II Price. All Tenderers are requested to follow carefully the following instructions before preparing their offer.

##### **PART- I- TECHNO COMMERCIAL BID:**

(1) This part should contain detailed Specifications of the items quoted by you along with Technical Literature and Leaflets if any.

(2) All the Commercial terms and Conditions applicable also should be indicated separately under separate heads.

(3) The Commercial terms such as delivery terms, delivery period, payment terms, warranty, validity of the offer, Installation & Commissioning, Duties and Taxes etc shall come into this.

(4) Either Technical Specifications or Terms & Conditions as above should be very clearly reflected items wise with reference to the items called for in the tender.

(5) Please note that Prices should not be indicated in this part.

(6) Any deviations from the Technical Specifications and Commercial Terms shall be indicated separately.

##### **PART II-PRICE BID:**

(1) The prices applicable for the items, item wise in response to the tender shall come into this part.

(2) Tender shall indicate very clearly item wise prices with reference to their Technical Offer.

Note: 1. PLEASE NOTE THAT THE OFFERS SUBMITTED CONTRADICTORY TO ABOVE INSTRUCTIONS WILL BE LIABLE FOR REJECTION. PLEASE ENSURE OFFERS ARE SUBMITTED WITHIN THE DUE DATE.

2. BEING TWO PART TENDER, WE REQUEST YOU NOT TO DISCLOSE / INDICATE ANY OF THE PRICE VALUE WHILE SEEKING / PROVIDING CLARIFICATION. YOU SHOULD INDICATE ONLY IN PERCENTAGE. IN CASE IF YOU DISCLOSE ANY OF THE PRICE AMOUNT YOUR OFFER WILL BE REJECTED.

#### **3. STANDARD TERMS & CONDITIONS (PCR PURCHASE)**

1. Tele No.02192-258540/541. E-Mail ID : pcr\_purchase@shar.gov.in, mishrahs@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 and HSN code in your offer. Our GST No. is. 27AAAGS1366J1Z2. 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 16.09.2020. 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, peat 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 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 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.

## C. Bid Templates

### C.1 Technical Bid - Fabrication Contract at PCR

#### 1. Fabrication Services

Fabrication of Pipelines and Equipment joints at Propellant Complex Rasayani as per detailed Specifications attached in Annexure-I and Quantum of Works attached in Annexure-II.

#### Item specifications for Fabrication Services

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Detailed Specifications of Pipelines and Equipment Joints Fabrication along with other works	Attached in Annexure-I and Annexure-II	Yes / No / Explain		

#### Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Detailed Specifications of the various Pipelines and Equipment Joints	Attached in Annexure-I and Annexure-II	Yes / No / Explain		

#### Supporting Documents required from Vendor

##### 1. Specifications as per Annexure-I

##### 2. Annexure-II (Price Bid Related)

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	As per attachments Annexure-I and Annexure-II	Yes / No / Explain	
2	GST/IGST if any, Please mention only in percentage.	Yes / No / Explain	
3	CONTRACT PERIOD: The Contract shall be valid for 2 years from the date of placement of Order and extendable for additional 01 more year on mutual agreement basis.	Yes / No / Explain	
4	PAYMENT TERM: As per Clause 4.7 of Annexure-I General Conditions.	Yes / No / Explain	
5	DELIVERY TERM: On site, PCR Rasayani	Yes / No / Explain	
6	VALIDITY OF OFFER: - 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.	Yes / No / Explain	
7	Please provide an undertaking for the compliance of all Labour Laws as applicable from time to time including Minimum Wages Act, Payment of ESI/ EPF/ GST etc.	Yes / No / Explain	
8	Labour Laws: The contractor should comply all labour Laws, Minimum Wages Act, Payment of Employees Provident Fund, ESI and Bonus under workmen Compensation Act and other laws applicable from time to time.	Yes / No / Explain	
9	Penalty Clause: As per Clause 4.15 of Annexure-I General Conditions.	Yes / No / Explain	
10	Mention the EPF Registration No. & enclose a copy of EPF registration.	Yes / No / Explain	



11	<p>Security Deposit: - Successful Vendor has to furnish a Security Deposit worth 3% of the contract value immediately after release of Purchase order, through Bank Guarantee or Fixed Deposit Receipt or Demand Draft or Bankers Cheque from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value and should be valid for a period of sixty days beyond the date for completion of the Purchase Order. In case the vendor fails to furnish the security deposit, the Purchase Order/Contract may be cancelled. In the event of non-execution of the Purchase Order or breach of any terms and conditions of the Purchase Order, the Security Deposit shall be forfeited.</p>	Yes / No / Explain	
12	<p>Workmen Compensation Policy: The employees enter in PCR shall be covered under the Employees State Insurance Act 1948 as amended from time to time based on the gazette Notifications by respective State Govt. covering the areas under the ESI Act. Those areas Which are not covered in the notification shall be covered under The Workmen Compensation Act 1923, as applicable.</p>	Yes / No / Explain	
13	<p>Police Verification: The contractor would be required to provide verification report From the local police authorities within one month from the date of receipt of the order, duly certifying the verification of the Character &amp; Antecedents for each of the Workforce engaged by the contractor for executing the work.</p>	Yes / No / Explain	
14	<p>Income Tax: Income Tax at the prevailing rate as applicable from time to time shall be deducted from the successful Bidders bill as per the Income Tax Act, 1961 and the rules there under or any re-enactment or Modifications thereof.</p>	Yes / No / Explain	
15	<p>No Employment Claim: The work force engaged by Service Provider shall be No Employment Claim: The work force engaged by Service Provider shall be treated as employees of service provider only and under no circumstances they will have any right to claim any employment, regular or otherwise, under PCR/SDSC SHAR/ISRO.</p>	Yes / No / Explain	

16	<p>Safety: The contractor shall train their workers on safety related aspects and implementation of safety precautions/procedures at work site is the responsibility of the contractor. The contractor and his workers shall abide all the safety regulations during the work.</p> <p>PCR will not be responsible for any contingency arising out of the service provided by Service Provider in PCR premises. The Service Provider will be responsible for the safety of his work force. PCR shall not be responsible for any accident/injury/loss of life of Service unit due to natural calamities, accidents etc. The Service Provider shall abide to indemnify PCR/ISRO from any claims that may be filed by his work force. Service provider shall adequately insure his work force against accidents/loss/injury/ including loss of life if any that may arise during their work at PCR premises.</p>	Yes / No / Explain	
17	<p>Make in India: Please refer OM No. P45021/2/2017-PP (BE-II) dated 16.09.2020 and all amendments, issued by Govt. of India w.r.t to Make in India policy, and indicate percentage of local content along with detailed break up of local content without mentioning any price details and provide self-certification that the item offered meet the local content requirement for Class-I Local Supplier/Class-II Local Supplier and provide details of the location(s) at which the local value addition is made. Please note that if the declaration is found false, your offer will be rejected without assigning any reason thereof. Only Class-I and Class-II local supplier are eligible to participate in this tender. It may be noted that Local Content shall not include services such as Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.</p>	Yes / No / Explain	

18	<p>Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 plus 15% (Selected by Buyer) of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% of total QUANTITY. Clearly specify whether you are eligible for MSE Preference. If YES, supporting documents shall be uploaded.</p>	Yes / No / Explain	
19	<p>Border Sharing Compliances : Please refer OM/order No.: F. No. 6/18/2019-PPD dt: 23.07.2020 issued by Govt. of India w.r.t. Border Sharing compliances. All the provisions mentioned in the said OM/order shall be complied. Please provide certificate w.r.t. border sharing compliances as per the said OM/order. Please note that if the declaration is found false, your offer will be rejected.</p>	Yes / No / Explain	

20	<p><b>FORCE MAJEURE:</b>  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.</p>	Yes / No / Explain	
21	<p><b>Arbitration &amp; Conciliation:</b>  i. In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Supplier in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by PCR.  ii. The award of the Arbitrator shall be binding upon the parties to the dispute.  iii. Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be held at Panvel, Raigarh District, Maharashtra and the language of the proceedings shall be in English. Subject to the above, the Courts at Panvel, Raigarh Dist., Maharashtra alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract.  iv. The cost of arbitration shall be borne equally by both the parties.  v. Work under the contract shall be continued during the arbitration proceedings.</p>	Yes / No / Explain	

22	ALL OTHER TERMS & CONDITIONS OF ANNEXURE ATTACHED.	Yes / No / Explain	
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### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Fabrication Services Fabrication of Pipelines and Equipment joints at Propellant Complex Rasayani as per detailed Specifications attached in Annexure-I and Quantum of Works attached in Annexure-II.	1.00 Lot		-		