

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

## **Tender for Software Upgradation of Automated Loading System**

**Bids to be submitted online**

**Tender No.: VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202100345501 dated  
14-09-2022**

## **A. Tender Details**

Tender No : **VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202100345501**

Tender Date : **14-09-2022**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT I (MAIN PURCHASE)**

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

## **Procurement of Software Upgradation of Automated Loading System**

1. Last minute clarification on tenders will not be entertained.
2. This is E tender. Hence postal/fax/email tenders will not be accepted.
3. Detailed techno-commercial offer with price details in pdf format
4. Declaration regarding the percentage of local content (or value addition) in the item offered

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

Bid Submission Start Date : **14-09-2022 14:00**

Bid Clarification Due Date : **21-09-2022 10:41**

Bid Submission Due Date : **11-10-2022 14:00**

Bid Opening Date : **11-10-2022 14:01**

Price Bid Opening Date : **18-10-2022 14:00**

## B. Tender Attachments

### Technical Write-up/Drawings

Document : [Annexure-1 \(Detailed scope of work\)](#)

### Instructions To Vendors

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

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 divisible category. b) The offers are sought from Class I & 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 divisible in nature (required quantity is greater than 1 or not a package basis):

i.If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder.

ii.If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1.

Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

iii.In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder.

iv.In case no offers are received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor.

v.In case L1 bidder (not a 'Class-I local supplier') is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such 'Class-I local supplier' for full quantity subject to matching the L1 price.

vi.Regarding MSEs (Indian vendors):

a) The following additional aspect as indicated below would be applicable for procurement which are falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering who are also complying to the Minimum Local Content (MLC) stipulated in the tender.

b) If any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 25% of tendered quantity, the balance quantity / works will be considered for distribution

amongst all bidders (including MSEs) as per the purchase preference policy.

c) In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

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c) In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

13. 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.

14. 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.

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

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.

17. 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.

### **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. INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER where the indent value is < `2.00 lakhs for imported stores items**

#### **1. I. INSTRUCTIONS TO TENDERERS**

1.The Tenderers should submit quotations in duplicate in a sealed envelope, super scribing the Tender No. and due date of opening and complete in all respects with technical specifications, including pamphlets and catalogues.<br><br>

2.A Proforma Invoice may also be given which should contain the following information: <br>

- a)The FOB/FCA value, the C & F value for import by Sea freight / Air freight up to and for air parcel post up to ..... should be separately indicated. <br>
- b)Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India. <br>
- c)The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent. <br>
- d)The earliest delivery period and country of origin of the Stores. <br>
- e)Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor. <br>
- f)The approximate net and gross weight and dimensions of packages /cases. <br>
- g)Recommended spares for satisfactory operation for a minimum period of one year. <br>
- h) Details of any technical service, if required for erection, assembly, commissioning and demonstration. <br><br>
- 3.The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country. <br><br>
- 4.The offer should be valid for a minimum period of 120 days from the due date of opening of the tender. <br><br>
- 5.Samples, if called for, should be sent free of all charges. <br><br>
- 6.Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers. <br><br>
- 7.Offer made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals. <br><br>
- 8.The details of Import Licence will be furnished in the Purchase Order. <br><br>
- 9.The authority of person signing the tender, if called for, shall be produced. <br><br>
- 10.Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only. <br><br>
- 11.The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason. <br><br>
- 12.It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser. <br><br>
- 13.a) Part shipment is not allowed unless specifically agreed to by us. <br><br>
- b) As far as possible stores should be despatched by Indian Flag Vessels /Air India through any Agency nominated by us. <br><br>

## C. Bid Templates

### C.1 Technical Bid - Software Upgradation of Automated Loading System

**1. Software Upgradation / Updation, Patches etc. Upgradation of the Automated MultiPoint Loading System (AMLS) software as per the attached anneure-1.**

**Item specifications for Software Upgradation / Updation, Patches etc.**

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Detailed scope	As per annexure-1	Yes / No / Explain		

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

**1. Detailed technical offer as per annexure-1**

**2. Quote in the prescribed format in annexure-1 (Price Bid Related)**

5 additional documents can be uploaded by the vendor



## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Taxes and other costs,	Yes / No / Explain	
2	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 Indemnity Bond in lieu of BG. In the event of non-performance of contractual obligations, SD will be forfeited).	Yes / No / Explain	
3	Delivery Terms.	Yes / No / Explain	
4	Delivery Period	Yes / No / Explain	
5	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	
6	Warranty	Yes / No / Explain	
7	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	

8	Payment Term: (Our Default payment term: For indigenous orders: 100% within 30 days after receipt and acceptance of item at our site. 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	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) More than 20% but less than 50% : Class-II local supplier. c) Less than or equal to 20% : Non-local supplier. Mention your category.	Yes / No / Explain	
10	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.	Yes / No / Explain	
11	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.	Yes / No / Explain	
12	PO Placement Address (with Name and Contact Details of sales person concerned).	Yes / No / Explain	
13	Any Other Terms	Yes / No / Explain	
14	Offer Validity	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Software Upgradation / Updation, Patches etc. Upgradation of the Automated MultiPoint Loading System (AMLS) software as per the attached anneure-1.	1.00 Lot		-		

**Common charges (Applicable for all items)**

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