

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

**Tender for FABRICATION AND SUPPLY OF CREW MODULE APEX  
COVER**

**Bids to be submitted online**

**Tender No.: VSSC/PURCHASE UNIT VI (CMSE Purchase)/VS202200272301 dated  
10-06-2022**

## **A. Tender Details**

Tender No : **VSSC/PURCHASE UNIT VI (CMSE Purchase)/VS202200272301**

Tender Date : **10-06-2022**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT VI (CMSE Purchase)**

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

### **FABRICATION AND SUPPLY OF CREW MODULE APEX COVER**

Qty : 5 items

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

Bid Submission Start Date : **10-06-2022 14:17**

Bid Clarification Due Date : **29-06-2022 17:30**

Bid Submission Due Date : **26-07-2022 14:00**

Bid Opening Date : **26-07-2022 16:30**

Price Bid Opening Date : **11-08-2022 14:00**

## B. Tender Attachments

### Technical Write-up/Drawings

Document : RFQ

### 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.

12. 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.

13. 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.

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

15. 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.

16. 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. GENERAL TERMS & CONDITONS (WITH OUT WARRANTY)**

1. 10.Security deposit : You should submit Bank Guarantee (Rs.200/- stamp paper) for 3% order value (DOS:PM:09 format enclosed) from a Nationalised/Scheduled bank valid for 2 months beyond the date of completion of order along with order acknowledgement. This security deposit without any interest thereon shall be returned to the Contractor on successful completion of the contract or shall be adjusted/forfeited against non-fulfillment of any of the contractual obligations.

2. 11.We would like to have more than one source of supply and the final orders will be given accordingly to the qualified bidders.

3. 14. VSSC-CMSE has a right to cancel the tender without assigning any reason etc.

4. 15. If you are unable to submit offer, the same may be communicated to us before the due date.
5. 16. 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.
6. 17. All Tax invoices issued by suppliers/Service providers on or after July 01,2017 shall invariably bear their GST Registration No.(GSTIN) applicable GST rates and HSN Code. In the absence of which, the invoices shall not be processed for payment
- 7.
- 1.Payment: Our standard payment term is 100% within 30 days on receipt and acceptance of the item at our site in the case of indigenous order . Bank Charges to respective accounts.
8. 2.Please keep & confirm the offer validity minimum 90 days from the date of opening of tender.
9. 3.We are eligible for partial exemption of IGST vide Ministry of Finance, Dept. of Revenue, NotificationNo. 47/2017 Central Tax (Rate) dated 14.11.2017 and Government of Kerala, Taxes(B) Department Notification No.169/2017/TAXES dated 15.11.2017.  
Please submit your quotations accordingly.
10. 4.We are eligible for partial exemption of CGST and SGST vide Notification No: 45/2017 dtd 14/11/2017 and No: 169/2017/TAXES dtd 15/11/2017 respectively. Necessary Exemption Certificates will be issued on demand.
11. 6.Delivery term: Our standard delivery term is FOR : CMSE-VSSC. In case of Ex- Works, please indicate packing, forwarding & freight charges up to VSSC, separately. (For more details please see Form No. 19/20/21/22/ 23 attached)
12. 8.In order to avail of the benefits extended to by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre / UdyogAdhar/ NSIC Registration Certification along with your offer.
13. 9.Liquidated damages: The delivery period quoted by you and stipulated in the Purchase Order shall be deemed to be the essence of the order and delivery must be completed not later than the dates specified therein as otherwise VSSC shall have the right to recover a sum @ 0.5% of the order value per week/part of a week or 0.5%of the value of the stores for which the delivery is delayed for each week of delay, as the case may be, subject to a maximum of 10% of the order value.

14. (b) 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.

15. (c) 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.

16. General Conditions:

#### **4. Form No 20**

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

1. Quotation/Open Authorization shall be submitted online [only] complying specified schedule.

2. Late tenders and delayed tenders will not be considered.

3. Quotation should be valid for at least 90 days from the date of opening of the tender. [Mandatory]

4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

5. a) Your quotation should be valid for 90 days (Single Part Tender) / 180 days (Two Part Tender) from the date of opening of the tender. [Mandatory]

b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

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

7. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be attached along with the offer.

(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 dimensional details are available the same should also be indicated in your offer.

(d) Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should 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 quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been 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.

8. 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 portions of the quantity offered and the tenderers shall supply the same at the rates quoted.

9. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income - Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
10. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
11. The authority of the person signing the tender, if called for, should be produced.

## TERMS & CONDITIONS OF TENDER

### 1. DEFINITIONS :

- (a) The term Purchaser shall mean the President of India or his successors or assigns.
- (b) The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- (c) The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
- (d) The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

### 2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

### 3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding three percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, SECURITY and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

### 4. GUARANTEE & REPLACEMENT :

- (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who



shall state in writing in what respect the stores or any part thereof are faulty.

(c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

(d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

(e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

(f) To fulfill guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 3% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

(g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.

(h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in Para 4 (b) & (c) shall be the asked for guarantee period plus two months.

#### 5. PACKING FORWARDING & INSURANCE :

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 of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

#### 6. DESPATCH :

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

#### 7. TEST CERTIFICATE :

Wherever required, test certificates should be sent along with the despatch documents.

#### 8. ACCEPTANCE OF STORES:

(a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.

(b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

(c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

#### 9. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

#### 10. DELIVERY:

(a) 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 on or before the specified dates.

(b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

(ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of

such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

**11. EXTENSION OF TIME :**

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

**12. ERECTION OF PLANT & MACHINERY :**

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

**13. PAYMENT :**

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

**14. MODE OF PAYMENT :**

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

**15. RECOVERY OF SUM DUE:**

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

**16. INDEMNITY :**

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contract.

## 17. ARBITRATION :

In the event of any question, dispute or difference arising under these conditions or any conditions 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 referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit

(i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or

(ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office

In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

## 18. COUNTER TERMS AND CONDITION OF SUPPLIERS :

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

## 19. SECURITY FOR PURCHASE OF MATERIALS :

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

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5. This tender is proposed as a DOMESTIC PUBLIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020- Preference to Make in India Order-2017 Revision. Non-Local Suppliers need not quote.

Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.

Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.

In cases if the item(s) offered exceed Rs. 10 Crores, the Class-I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules 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.

6. 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 0471-2565454 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.

Important Notice : Tender will be automatically closed on the due date, if at least one offer is received. If the tender could not be opened on the first day due to any technical snag, it will be opened on the subsequent day as per the schedule.

This is a two part tender, Technical & Commercial Part (Part-I) and Price Part (Part-II) shall be submitted separately. The tenderers should not attach any documents containing Pricing information along with Technical & Commercial Bid (Part-I). We do not open PART-II (Price Bid), if PART-I (Technical & commercial Offer) does not meet with our technical specification requirements. Cost split up, other price details etc. shall be uploaded as a separate document under COMMERCIAL DOCUMENTS FROM VENDOR tab.

THE TECHNICAL DOCUMENTS NEED TO BE ATTACHED ONLINE AS A SINGLE PDF FILE WITHOUT ANY PRICE INFORMATION, TECHNICAL BID CONTAINING PRICE DETAILS WILL BE

TREATED AS REJECTED.

Price bid opening date indicated in the schedule is tentative only. Actual date will be determined after evaluation of techno commercial bid.

7. All risk Insurance Policy in lieu of Bank Guarantee towards Free Issue Material shall be accepted from those private fabricators and Indemnity Bond from Government Organizations/ PSUs/ Autonomous Bodies; who are reliable, reputed, having proven track record with rich heritage etc. as per the evaluation made by VSSC and that no loading of cost will be made in respect of them and that the comparison of offers will be devoid of this.

8. Please submit your offer in PDF document

## C. Bid Templates

### C.1 Technical Bid - FABRICATION AND SUPPLY OF CREW MODULE APEX COVER

#### 1. Composite Manufacturing and Assembly of Apex cover

##### Item specifications for Composite Manufacturing

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	CFRP Elements processing, dimensional inspection, NDT, control coupon testing, assembly of Apex cover and MDA tile bonding	AS per RFQ and Drawings	Yes / No / Explain		

[Document : APEX COVER ASSEMBLY DRG.](#)

[Document : CFRP PANEL DRG.](#)

#### 2. Machining Processes- for metallic elements

##### Item specifications for Machining Processes

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Machining, dye penetrant test, dimensional inspection and anodization of rings 3 numbers and other metallic elements.	As per RFQ and drawing	Yes / No / Explain		

[Document : Metallic Elements Drg.](#)

#### 3. Realization of Tooling

##### Item specifications for Realization of Tooling

SI No	Specification	Value	Compliance	Offered Specification	Remark
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1	Moulding tools, assembly fixture, drill jig trolley, layup stands other tools	As per RFQ	Yes / No / Explain		
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#### 4. Transportation container

##### Item specifications for Transportation container

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	As per RFQ and requirement		-		

#### 5. PACKING AND FORWARDING CHARGES

##### Item specifications for PACKING AND FORWARDING CHARGES

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	PACKING, TRANSPORTATION	During storage and transit, all finished surfaces and edges shall be protected and to prevent transit damages.	Yes / No / Explain		

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

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	As per RFQ and drawings		-		

#### Supporting Documents required from Vendor

##### 1. Technical Bid

##### 2. Price Bid (Price Bid Related)

5 additional documents can be uploaded by the vendor



## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	1st set to be delivered by Feb, 2023. Subsequent sets to be delivered every 4 months.	Yes / No / Explain	
2	Part Supply	Yes / No / Explain	
3	Delivery Period	Yes / No / Explain	
4	Delivery Terms	Yes / No / Explain	
5	In case of Ex-Works, please indicate packing, forwarding & freight charges up to VSSC, separately	Yes / No / Explain	
6	Liquidated Damage - As detailed in Annexure	Yes / No / Explain	
7	Taxes and Duties if any (Concessional rate applicable for GST )	Yes / No / Explain	
8	Payment Terms [ within 30 days after receipt and acceptance of item for indigenous]	Yes / No / Explain	
9	Security Deposit (Where ever the offer value is Rs 5.00 )-You should submit Security Deposit @3% of order value in the form of insurance Security Bonds, Account Payee Demand Drafts, Fixed Deposit Receipt, Bank Guarantee (Rs.200/- stamp paper) in the prescribed format (DOS:PM:07) from a commercial Bank valid for 2 Months beyond the date of completion of order obligation along with order acknowledgement. Documentary proof of Online payment also acceptable as Security Deposit. This security deposit without any interest thereon shall be returned to the Supplier on successful completion of the Purchase Order or shall be adjusted/forfeited against non-fulfillment of any of the contractual obligations.	Yes / No / Explain	
10	Port of Despatch & Mode of despatch	Yes / No / Explain	
11	Quote Validity : Minimum 90 days [ for Single Part Tender]	Yes / No / Explain	

12	Name and Address to Which order to be placed. Please include contact details like mobile no. and email id	Yes / No / Explain	
13	Any other conditions	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Composite Manufacturing and Assembly of Apex cover	11.00 Sets		-		
2	Machining Processes- for metallic elements	11.00 Sets		-		
3	Realization of Tooling	1.00 Sets		-		
4	Transportation container	1.00 Nos.		-		
5	PACKING AND FORWARDING CHARGES	11.00 Sets		-		

### Common charges (Applicable for all items)

<b>P&amp;F (Amount)</b>	
<b>Freight (Amount)</b>	
<b>Discount (Amount)</b>	
<b>Any Other Charges ( Amount)</b>	