

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

Tender for Nozzle Free Ultrasonic Coating Machine

Bids to be submitted online

Tender No.: VSSC/PURCHASE UNIT III (SPRE)/VS202200382601 dated 22-11-2022

A. Tender Details

Tender No : **VSSC/PURCHASE UNIT III (SPRE)/VS202200382601**

Tender Date : **22-11-2022**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT III (SPRE)**

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

Nozzle Free Ultrasonic Coating Machine

01. This is a TWO-PART Tender. Tenderers are requested to attach the Techno Commercial Bid and Price Bid separately.
02. The techno-commercial bid shall only be attached in the "Supporting Documents" template and Price Bid in the "Commercial Documents" template.
03. Please read our terms and conditions carefully before bid submission.

A.1 Tender Schedule

Bid Submission Start Date : **22-11-2022 17:45**

Bid Clarification Due Date : **25-11-2022 10:00**

Bid Submission Due Date : **28-12-2022 14:00**

Bid Opening Date : **28-12-2022 14:01**

Price Bid Opening Date : **29-12-2022 10:01**

B. Tender Attachments

NA

Instructions To Vendors

1. PPP Make in India(Non- Divisible Items-All Classes of 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 Non-divisible category. b) The offers are sought from all classes of suppliers.

3. 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) Minimum 20% but less than 50% : Class-II local supplier. c) Less than 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 not divisible (ie., required quantity is 1 or as a package) and Services:

a) If L1 is from a 'Class-I local supplier', the contract will be awarded to L1 bidder.

b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.

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.

2. Specific Terms and Conditions to Tender (detailed)

1. As per Notification No. 5/2018-CUSTOMS DTD. 25/01/2018, we are eligible for concessional payment of customs duty and IGST. Hence CD & IGST element shall be specified separately in the quotation. Necessary exemption certificate shall be issued upon request.

2. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.

3. In case if any Bidder is submitting their Offer on HIGH SEA SALES BASIS: then the Indian Trader shall submit the following documents mandatorily along with their offer.

- a.The Import Export Code of the Indian Trader
- b.Bank Authorization Code of the Indian Trader
- c.GSTIN of the Indian Trader

4. In case of Foreign/Import Tenders:

- a.The bidder shall clearly mention the full ordering address in capital letters.
- b.The bidder shall clearly mention their bankers address including their SWIFT code compulsorily.
- c.Any change of address shall be compulsorily supported by Documentary proof issued either by Governmental agencies or by Chamber of Commerce.
- d.Foreign Principals Proforma Invoice/quote indicating the Agency Commission payable to the Indian Agent and the nature of after sales service to be rendered by the Indian Agent.
- e.Copy of the Agency Agreement between the Foreign Principal and the Indian Agent, and the precise relationship between them their mutual interest in the business.
- f.Registration and Item empanelment of the Indian Agent.

5. 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 / Udyog Adhar / NSIC Registration Certification along with your offer.

6. Likewise, while executing the Purchase Order/Contract; the Indian Trader shall mandatorily submit the following:

a.High Sea Sale Agreement.

b.Invoice pertaining to the Indian Trader in INR and the invoice of the foreign vendor in foreign currency.

7. Liquidated Damages: The delivery period quoted should be realistic. The delivery period so quoted and mentioned in the order is the essence of the order/contract. In case of delay in delivery of material as per the delivery schedule, Liquidated Damage @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. Wherever, installation and commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.

8. Note: SD, LD and PBG clauses are mandatory and offers of the vendors who have not agreed for the above conditions will be excluded from the procurement process. Micro and Small Vendors are not exempted from the submission of Security Deposit. Only Govt Departments/PSUs/PSEs can submit Indemnity Bond instead of Bank Gurantee towards SD/PBG.

9. Our standard delivery term is FOR, VSSC. In case any vendor offers delivery term of Ex-works, Packing and Forwarding charges if any should be indicated separately either as a percentage of the quoted rate or as a Lumpsum amount.

10. Our standard payment term is 100% within 30 days for indigenous orders and Sight Draft for foreign orders.

11. Performance Bank Guarantee: Wherever products offered carry warranty, the warranty should be for one year or as per manufacturers standard warranty term. Against such cases, please confirm submission of Performance Bank Guarantee. The Performance Bank Guarantee should be for 3% of the order value covering the warranty period obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of the warranty period. Alternately vendors can request for withholding 3% payment till completion of the warranty period.

12. Please quote applicable GST separately.

13. Please upload the Technical Details / Catalogue / Data Sheets (wherever applicable)

14. Security Deposit: Wherever the offer value is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt. The Bank Guarantee shall be obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of all contractual obligations. 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 case if Security Deposit is submitted and the contractor fails to execute the order, then the security deposit will be forfeited.

15. The offer should be valid for a period of minimum 90 days from the date of opening of Tender.

16. The other attached forms are our standard terms and conditions, which are to be complied with. If any conflict arise between the specific terms and standard terms, then in those cases, the specific terms will prevail over the standard terms.

17. Where agents participate in a tender;

(a) Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

(b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

18. Wherever samples are required to be submitted along with the quotation, offer without sample will not be considered.

3. INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER 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.

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

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.

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.

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.

d) The earliest delivery period and country of origin of the Stores.

e) Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.

- f) The approximate net and gross weight and dimensions of packages / cases.
- g) Recommended spares for satisfactory operation for a minimum period of one year.
- h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.
3. The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
4. The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
5. Samples, if called for, should be sent free of all charges.
6. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.
7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
8. The details of Import Licence will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
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.
11. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
12. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
13. a) Part shipment is not allowed unless specifically agreed to by us.
b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us.
14. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.
15. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.
16. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

II. TERMS AND CONDITIONS

1. DEFINITIONS:

- (a) The term 'Purchaser' shall mean the President of India or his successors or assignees.
- (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, representatives, heirs, executors and administrators unless excluded by the Contract.
- (c) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorised 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 of plant, machinery or equipment of part thereof.

(d) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

2. PRICES:

Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotations 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 variations.

3. TERMS OF PAYMENT:

3.1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

3.2 The Sight Draft / Letter of Credit will be operative on presentation of the undermentioned documents:

a) Original Bill of Lading / Airway Bill b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately. c) Packing List showing individual dimensions and weight of packages. d) Country of Origin Certificate in duplicate. e) Test Certificate. f) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser. g) Warrantee and guarantee Certificate/s vide Clause 20 hereinbelow

4. IMPORTANT LICENCE:

Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide para 3.2

5. DEMURRAGE:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.

6. ADDRESS OF INDIAN AGENTS:

7. GUARANTEED TIME DELIVERY:

The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

8. INSPECTION AND ACCEPTANCE TEST:

8.1 The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

8.2 For tests on the premises of the Contractor or of any of his subcontractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchaser's representative to carry out the tests efficiently.

8.3 When the stores have passed the specified test, the purchaser's representative shall furnish a

certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.

9. MODE OF DESPATCH:

Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.

10. PORT OF ENTRY:

Thiruvananthapuram/Chennai/Mumbai/Hyderabad/Bangalore

11. CONSIGNEE:

Purchase & Stores Officer, Stores, _____,

12. SHIPPING MARKS.

The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follow:

PURCHASE ORDER NO. DATED. GOVERNMENT OF INDIA DEPARTMENT OF SPACE
..... (name of the Centre/Unit) Destination: & Port of Entry:
.....

13. INSURANCE OF THE STORES:

The necessity or otherwise of insurance will be as indicated in the Purchase Order.

14. CONTRACTOR'S DEFAULT LIABILITY:

14.1 The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.

b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

15. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of stores.

15.1 If this Contract is terminated as provided in Clause 14 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

a) Any completed stores.

b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

15.2 In the event the Purchaser does not terminate the Contract as provided in Clause 14, the

Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause 19 until the stores are accepted.

16. REPLACEMENT:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17. REJECTION:

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either

- a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
- b) terminate the Contract for default as provided under clause 14 above, or
- c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

18. EXTENSION OF TIME:

If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

19. DELAY IN COMPLETION / LIQUIDATED DAMAGES:

If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

20. 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 are found to have developed under proper use arising from faulty materials, 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 parts thereof are faulty.

c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals 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 defects 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 fulfil guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10% 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 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, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

21 REQUIREMENTS OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:

The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

22. PACKING:

a) The Contractor wherever applicable shall pack and crate all stores for sea / air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.

b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.

d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.

e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.

f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments: a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies) b) Invoice (3 copies) c) Packing List (3 copies) d) Test Certificate (3 copies) e) Certificate of Origin.

The Contractor shall also ensure that one copy of the packing list is enclosed in each case.

23. ARBITRATION:

If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

24. LANGUAGE AND MEASURES:

All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract.

25. 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 trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the Contract.

26. COUNTER TERMS AND CONDITIONS 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.

27. SECURITY INTEREST:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

28. BANK CHARGES:

While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

29. TRAINING: The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel from India and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores, number of such personnel to be mutually agreed upon.

30. APPLICABLE LAW:

The Contract shall be interpreted, construed and governed by the laws of India.

4. 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.

5. Instructions to Vendors

1. Last minute clarification on tenders will not be entertained.

2. This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted.

C. Bid Templates

C.1 Technical Bid - Nozzle Free Ultrasonic Coating Machine

1. Nozzle Free Ultrasonic Coating Machine

Item specifications for Nozzle Free Ultrasonic Coating Machine

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Spray Coating Head Type	Nozzle Free Ultrasonic Spray Head	Yes / No / Explain		
2	Elements of coating head	i. Ultrasonic vibrating probe ii. Independent liquid delivery tube iii. Air feed channel to form spray	Yes / No / Explain		
3	Fluid delivery scheme	Separate liquid and air delivery lines shall be provided. Air pressure and liquid flow rate shall be controllable independently. Slurry shall be atomized ultrasonically. Atomised slurry shall be formed into to desired spray pattern (narrow/wide).	Yes / No / Explain		
4	Liquid delivery tube including tip up to delivery point	diameter shall be 0.5 mm or higher	Yes / No / Explain		
5	Slurry requirements	Slurry with following feature (6-9) shall coated with spray head	Yes / No / Explain		
6	Slurry type	Slurry consisting of metallic particles,carbon and graphite	Yes / No / Explain		
7	Slurry particle size	up to 100 micron.	Yes / No / Explain		
8	Solid content	up to 50 %	Yes / No / Explain		
9	Viscosity	up to 40 cp	Yes / No / Explain		

10	Ultrasound Head Frequency	35 ± 5 KHz	Yes / No / Explain		
11	Single pass coating width	10 to 25 mm	Yes / No / Explain		
12	Spray Coating Pattern	Rectangular and Circular	Yes / No / Explain		
13	Coating thickness uniformity	Single pass coating thickness variation < ± 5%	Yes / No / Explain		
14	Coating Area	750 x 750 mm (min.)	Yes / No / Explain		
15	Coating Slurry Flow Rate	0.5 to 30 ml/min.	Yes / No / Explain		
16	Coating Slurry Reservoir Capacity	500 ml (min.)	Yes / No / Explain		
17	Minimum Slurry Volume required for coating	25 ml	Yes / No / Explain		
18	Vacuum hot plate size	750 x 750 mm (min.)	Yes / No / Explain		
19	Fluid lines and Substrate holding Vacuum Hot plate compatibility	Shall be compatible with solvents: IPA, N-Methyl Pyrolidone, Butyl Acetate, butyl alcohol and Ionomer dispersions which is acidic in nature.	Yes / No / Explain		
20	Spray Head Positioning resolution	0.025 mm (min.)	Yes / No / Explain		
21	Spray Head Positioning accuracy	± 0.05 mm (min.)	Yes / No / Explain		
22	Spray Head speed	10 to 250 mm/sec	Yes / No / Explain		
23	Spray head rotation	90-degree	Yes / No / Explain		
24	Global standards compliance	CE, NFPA 79 or their equivalent	Yes / No / Explain		
25	Safety interlocks	i. Interlocked guard door ii. Servo motor torque limit and limit switches for X-Y movement iii. Alarm for low exhaust / vapour build-up in side spray cabin	Yes / No / Explain		

26	Input power	220 ± 10% VAC, 50/60 Hz,	Yes / No / Explain		
27	Detailed Technical Requirements	as given below (28-34)	Yes / No / Explain		
28	Liquid delivery system:	<p>a. Liquid delivery system shall be synchronized with spray heads through control system and software. b. Liquid delivery to the spray head shall be based on stepper motor and liquid dispensing shall be volume based. c. It shall have slurry holding reservoir with provision for stirring and automatic refilling of coating slurry to liquid dispensing system. d. It shall have capability to continuously serve the slurry for production requirement. e. There shall be minimum two liquid delivery syringes to operate the system in continuous production mode and recirculation of the slurry to reservoir to avoid settling of the slurry. f. It shall have built in functions to recover coating slurry from feed lines to back into syringe / reservoir.</p>	Yes / No / Explain		

29	Vacuum hot plate for holding substrate	a. Plate size: 750 mm x 750 mm size (min.) b. Uniformly porous platform with integrated vacuum supply to hold the substrates. c. Integrated heating arrangement up to 150 ± 2 °C with closed loop temperature control. d. Shall be able to evenly hold and heat various size substrates restricted to plate size.	Yes / No / Explain		
30	System control platform: Control platform shall have these features	a. Graphical user interface b. Teach mode, preferably with laser pointer, for precise setting of job/coating area. c. Dry mode to verify the translation of setting from laser mode settings into actual spray head movement d. Programmable options for Spray head cleaning and purging e. 90-degree spray head rotate within 0.5 second, for criss-cross multi-layer coating application	Yes / No / Explain		
31	System software	The application software shall have following features	Yes / No / Explain		
32	Operation Mode/Features	a. Teach mode: with laser pointer for coating area verification b. Dry run Mode : without laser and without spray over coating area c. Run Mode: spraying coating mode d. Coating material filling, refilling e. Recovery and cleaning of coating unit	Yes / No / Explain		

33	Programming Features	<p>a. Coating area selection assisted by laser pointer b. Coating area selection with point/line coordinates c. Coating liquid flow rate d. Spray Head mode (narrow or wide) e. Spray Head speed f. Spray Head height g. Head rotate option (90° or 0°) h. Air pressure to spray head i. Spray Head auto cleaning and purging option prior to spraying j. Head clean – mid coating recipe as required k. Wait/hold time (required dry time between coating layers) l. Stirring speed, direction and time m. Automatic pump refill volume</p>	Yes / No / Explain		
34	Alarms and system status	<p>a. Low system exhausts interlock with bypass mode b. Ultrasonic fault error message & interlock c. X-Y motion fault message & interlock d. Low holding reservoir level alarm e. Empty pump level message & interlock f. Current volume in pump - display g. Coating volume used in recipe – display</p>	Yes / No / Explain		

Document : details spec. and requirement

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Origin of the equipment	Equipment with origin in china/PRC will not be considered for evaluation.	Yes / No / Explain		

2	Spare Parts:	Party shall provide a detailed list of spares. Separate cost split up shall be given for the spares. Shelf life of the spares, if any applicable, shall be clearly mentioned.	Yes / No / Explain		
3	cost split up	Detailed cost split up for all the subsystems of coating machine and individual spare parts shall be provided.	Yes / No / Explain		
4	Dealership	Manufacturer's letter of authorization / certificate shall be submitted by the supplier.	Yes / No / Explain		
5	Operation and maintenance documents	All relevant operation, maintenance and calibration manuals and circuit diagrams, in English, shall be supplied along with the machine.	Yes / No / Explain		
6	Equipment test reports	Supplier shall submit all documents including test reports and test certificates with respect to design, materials, fabrication, testing, etc. for pre-delivery inspection at manufacture's site. However pre-delivery inspection shall be decided by VSSC and same shall not be mandatory made by the party for dispatching the equipment.	Yes / No / Explain		
7	installation and commissioning	Supplier shall be responsible for installation commissioning of the equipment at our site.	Yes / No / Explain		
8	training	Detailed training shall be given to VSSC personnel by service engineer for operation and basic maintenance and calibration of the system at VSSC.	Yes / No / Explain		

9	training period	Scope of the training in terms of number of hours/days and content shall be detailed in the offer.	Yes / No / Explain		
10	Software updation	The offer shall provide a scheme for updating of the application software, whenever there is an update.	Yes / No / Explain		
11	Waranttee	The equipment shall have minimum three years warrantee and 7 years annual maintenance contract after warrantee period.	Yes / No / Explain		
12	AMC type and period	Party shall provide separate AMC offer for 7 years after warrantee period. AMC offer shall be non-comprehensive and charges per maintenance visit shall be clearly mentioned in the offer.	Yes / No / Explain		
13	Preventive maintenance scheme	A clear scheme for carrying out periodic preventive maintenance by service engineer during warranty, and beyond warranty period under an AMC, shall be provided in the relevant offer.	Yes / No / Explain		

Supporting Documents required from Vendor

1. detailed specification sheet for the items

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Party shall provide letter of dealership and authorisation from manufacturer.	Yes / No / Explain	
2	Acceptance of equipment after testing at VSSC	Yes / No / Explain	
3	Delivery Schedule: within 16 weeks after order placement	Yes / No / Explain	
4	Training	Yes / No / Explain	
5	Warranty	Yes / No / Explain	
6	Taxes and other costs,	Yes / No / Explain	
7	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 Indentity Bond in lieu of BG. In the event of non-performance of contractual obligations, SD will be forfeited).	Yes / No / Explain	
8	Delivery Terms.	Yes / No / Explain	
9	Delivery Period	Yes / No / Explain	
10	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	
11	Warranty(3 years)	Yes / No / Explain	

12	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	
13	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	
14	PO Placement Address (with Name and Contact Details of sales person concerned).	Yes / No / Explain	
15	Any Other Terms	Yes / No / Explain	
16	Offer Validity	Yes / No / Explain	
17	AMC(7 years)	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Nozzle Free Ultrasonic Coating Machine	1.00 Nos.		-		

Common charges (Applicable for all items)

Essential Spares Cost (lumpsum)	
Packing and Forwarding Charges	
Freight charge	
Installation & Commissioning Charges	

Annual Maintenance Contract Charges	
Optional Spares Cost (lumpsum)	
Any Other Charges	