

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

**Tender for LAB SCALE ROTAVAPOR WITH VACUUM PUMP AND  
CHILLER**

**Bids to be submitted online**

**Tender No.: VSSC/PURCHASE UNIT III (SPRE)/VS202300319601 dated 18-10-2023**

## A. Tender Details

Tender No :	<b>VSSC/PURCHASE UNIT III (SPRE)/VS202300319601</b>
Tender Date :	<b>18-10-2023</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>PURCHASE UNIT III (SPRE)</b>
Centre :	<b>VIKRAM SARABHAI SPACE CENTRE (VSSC)</b>

## LAB SCALE ROTAVAPOR WITH VACUUM PUMP AND CHILLER

Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content:

- Equal to or more than 50% : Class-I local supplier.
- More than 20% but less than 50% : Class-II local supplier.
- Less than or equal to 20% : Non-local supplier. Mention your category.

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.

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.

1. In order to avail the benefits extended by the Govt. of India to the Micro and Small sector Vendors are requested to submit along with their offers-attested copy of valid EM Part II signed by the General Manager, DIC.

2. Make/Model should be specifically mentioned in your offer. Authorized Dealership Certificate should be sent along with your offer.

3. 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.

4.All Tax Invoices issued by supplier/ service providers shall invariably bear their GST Registration No. (GSTIN) & the applicable GST rates. In the absence of which, the invoices shall not be processed for payment.

## **A.1 Tender Schedule**

Bid Submission Start Date : **19-10-2023 15:30**

Bid Clarification Due Date : **15-11-2023 10:30**

Bid Submission Due Date : **04-12-2023 14:00**

Bid Opening Date : **04-12-2023 14:01**

Price Bid Opening Date : **11-12-2023 14:00**

## **B. Tender Attachments**

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

**Document : SPECIFICATION DOCUMENT**

### **Instructions To Vendors**

2. 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.
3. 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.
4. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate break-up of components of main equipment, individual accessories and spares as desired.
5. This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be submitted separately. All technical and commercial terms and conditions shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid. Uploading price details anywhere else other than the price-bid shall lead to unconditional rejection of the tender. Please make note of the same.
6. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.
7. 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.
8. 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.
9. 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.

10. Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage.

## **11. Specific Terms and Conditions to Tender (MII Compliant)**

1. (I) Please quote applicable GST separately.

2. (II) 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.

3. (III) Our standard payment term is 100% within 30 days after receipt and acceptance of the items at our site (after installation and commissioning in cases where installation and commissioning is required).

4. (IV) 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.

5. (V) 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.

6. (VI) 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.

7. (VII) 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 Guarantee towards SD/PBG.

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

9. (IX) The offer should be valid for a period of minimum 90 days from the date of opening of Tender and 180 Days for PT Two Part (120 Days for Technical Bid and 60 Days for Price Bid from the date of opening).

10. (X) 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.

11. (XI) 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.

12. (XII) Wherever samples are required to be submitted along with the quotation, offer without sample will not be considered.

13. (XIII) 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.

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

15. (XV) 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.

16. (XVI) 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.

17. (XVII) 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.

18. (XVIII) 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.

19. (XIX) 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.

20. (XX) 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.

21. (XXI) 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.

22. (XXII) 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.

23. Purchase Preference Policy:- Goods/Works which are not divisible in nature (required quantity is 1 or on 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', then, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price 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 , the next higher 'Class-I local supplier' within the margin of purchase 'preference shall be invited to match the L1 price 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 the contract shall be placed 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.

## **12. PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS AND CONDITIONS OF TENDER**

1. a All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished 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 nonacceptance 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 and 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.

2. a All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished 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 nonacceptance 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 or 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.

### 3. 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 Contractors 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. 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.

### 4. Arbitration

In the event of any disputes, differences or claims arising out of or relating to the interpretation and application of the Contract, such disputes or differences or claims shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30

days from the date of receipt of written notice of the existence of such disputes, then the unresolved disputes or differences or claims shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Amendment Act 2015 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru, Domestic and International, as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision whether final or interim of the Arbitrator is obtained.

5. 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.

6. a Your offer should be valid for 90 days from the date of opening of the tender.

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.

7. 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 or plant, machinery or equipment or part thereof.

8. 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 or 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.

#### 9. Force Majeure

Neither the Purchaser nor the Contractor shall be considered default of the performance of their obligations under this contract if such performance is prevented or delayed for any causes beyond the reasonable control of the parties to the contract affected, such as Acts of God, war, riots, civil commotion, illegal strikes, legal lockouts, epidemics, fire accidents, floods, earthquakes, proclamation or regulation or ordinance of any Government thereof, provided notice in writing of any such cause with necessary proof that the obligation under the contract is thereby affected or prevented or delayed, is

given within 14 days from the happening of the event. As soon as the cause of force majeure has ceased to exist, the party whose ability to perform his obligation has been affected shall notify the other party of the actual delay that has occurred due to such force majeure conditions.

#### 10. FOREIGN VENDORS ARE NOT PERMITTED TO QUOTE

- a. Only Class I and Class II Local suppliers as per Make in India Policy are eligible to participate in the bid
- b. The percentage of local content should be specifically mentioned in the offer, without which it will be summarily rejected.
- c. Preference will be given to Class I Local supplier and in their absence, Class II Local supplier will be considered.

#### 11. GUARANTEE AND 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 any other period or as to whether the nature of defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- f. To fulfill guarantee conditions outlined in a to e above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee as prescribed by the Purchaser

#### 12. Liquidated Damages

The Delivery Date mentioning in the Contract or Order will be the essence of the Contract. You shall strictly adhere to the delivery schedule mentioned in your quotation. Please confirm acceptance of LD clause and that you will strictly adhere to the delivery schedule.

**13. PACKING FORWARDING AND 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.

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

15. 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 variations.

#### 16. REJECTED STORES

Rejected stores will remain at destination at the Contractors 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 Contractors address at the Contractors entire risk and expense, freight being payable by the Contractor at actuals.

17. Sales Tax and or other duties or levies legally leviable and intended to be claimed should be mentioned in the price bid template. If nothing is mentioned, then it will be presumed that the rate quoted is inclusive of all taxes and duties.

18. SECURITY DEPOSIT Wherever, the Purchase Order value is Rs. 5.00 Lakhs or more, 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 repurchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause ii and iii of clause regarding Delivery. b hereof and or to recover from the Contractor, damages arising from such cancellation.

#### 19. TERMS AND CONDITIONS OF TENDER

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

21. The authority of the person signing the tender, if called for, should be produced.

22. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25percent of the quantity offered by them at the rates quoted.

23. 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.

24. 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.

25. 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 Contractors successors, representative, heirs, executors and administrators unless excluded by the Contract.

26. The term Purchaser shall mean the President of India or his successors or assigns.

27. 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.

28. GeM Seller Registration:

All vendors shall register themselves in GeM Portal (gem.gov.in) and provide GeM Seller unique ID in the tender documents.

### **13. PPP Make in India(Non- Divisible Items-Class I & II Local Suppliers Only)**

1. 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:-

2. a) The subject item falls under Non-divisible category. b) The offers sought only from Class-I & Class-II local 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. '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.

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

6. 'Margin of purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).

7. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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.

#### **14. 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.



## C. Bid Templates

### C.1 Technical Bid - LAB SCALE ROTAVAPOR WITH VACUUM PUMP AND CHILLER

#### 1. ROTARY FLASH EVAPORATOR (5Liter capacity) WITH VACUUM PUMP AND CHILLER

##### Item specifications for ROTARY FLASH EVAPORATOR

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Material to be handled	Toluene, methanol, acetone, trichloroethylene, xylene, polydimethyl siloxane, epoxy resins, phenolic resins etc. It should be capable of operations involving both solvents and polymeric resins.	Yes / No / Explain		
2	Rotavapor capacity	5±0.5liters	Yes / No / Explain		
3	Material of construction	· Rotavapor casing: Aluminium with powder coating or stainless steel, Rotary drive unit: stainless steel, Flange connection to condenser: Anodised Aluminium, Glass: Borosilicate grade 3.3, Seal: PTFE seal with NBR/FFKM ring	Yes / No / Explain		
4	Operating Temperature	· 20-200 °C or better	Yes / No / Explain		
5	Condenser Cooling surface area	· 1400 cm <sup>2</sup> or better	Yes / No / Explain		
6	Condenser assembly	· Vertical Condenser assembly	Yes / No / Explain		
7	Glassware protection mechanism	· Suitable temperature resistant coating is to be given on the glass wares to prevent it from breakage during operation. Party has to explain the type of coating given	Yes / No / Explain		

8	Drive	· Rotation drive induction motor	Yes / No / Explain		
9	Rotating RPM	20-280 or better	Yes / No / Explain		
10	Rotation Speed setting	1 RPM step	Yes / No / Explain		
11	Immersion angle	· Should provide suitable provision for adjusting the immersion angle between 20 - 50° or better for keeping the evaporation flask in position	Yes / No / Explain		
12	Safety protection to prevent direct hitting of evaporating flask and bath	· Suitable safety provision is to be provided to prevent direct hitting of evaporating flask at the edge, sides and bottom of the bath while doing height adjustments. The clearance between the bottom-most position of the flask and the bath for this safety protection is to be specified by the Party.	Yes / No / Explain		
13	Height adjustment speed (mm/s)	· 20 ± 2 mm/sec	Yes / No / Explain		
14	Height adjustment	· 100 mm or better	Yes / No / Explain		
15	Evaporation flask lifting/lowering	· Linear drive	Yes / No / Explain		
16	Evaporating flask Size capability	· Should be able to use evaporation flask of sizes 50ml to 5000 ml Capacity.	Yes / No / Explain		
17	Evaporating flask locking mechanism	· Should provide suitable fail-proof clamp for locking of evaporation flask to the condenser.	Yes / No / Explain		

18	Evaporating flask locking mechanism details	· Party should explain the clamping and locking mechanism. Only those offers explaining the locking mechanism will be considered by VSSC for further evaluation.	Yes / No / Explain		
19	Evaporating and receiving flask	· Party should provide cost for 500 ml, 1 litre, 2 litre, 3 litres and 5 litres capacity evaporating flasks and additional 1 litre capacity receiving flask as optional items.	Yes / No / Explain		
20	Display	Should have display for Rotation speed, lift position, heating bath temperature (set and actual value), Vacuum (set and actual value)	Yes / No / Explain		
21	Protection Class	IP 20 or higher	Yes / No / Explain		
22	Heating capacity	1200W or better, Single phase, voltage: 220-240V, 50-60Hz	Yes / No / Explain		
23	Temp. Accuracy	+/- 2 deg C	Yes / No / Explain		
24	Distillation rate	In general 15-20 l/ h (can be varied with respect to solvent)	Yes / No / Explain		
25	Bath temperature control	Ambient to 220 °C	Yes / No / Explain		
26	Overheat cut-off protection	Provision for auto cut off when actual temperature exceeds set temperature or by rapid temperature increase (220 °C)	Yes / No / Explain		
27	Material of construction of heating bath/heating bath casing/heating element	· Bath pan: Stainless steel, Heating bath casing: Stainless steel or composite	Yes / No / Explain		
28	Volume of heating bath	5 ± 0.5 L	Yes / No / Explain		

29	Display on heating bath	Should have display for set temperature and actual temperature	Yes / No / Explain		
30	Heating oil	Heating oil, suitable for heating up to 200 °C for repeated use should be provided by Party. 100 lit heating oil meeting the above specification with MSDS and Technical Data Sheet to be provided by the Party along with the offer. Its cost should be quoted separately.	Yes / No / Explain		
31	Integrated Vacuum controller	Should be provided	Yes / No / Explain		
32	Vapor temperature display	Should be provided	Yes / No / Explain		
33	Vacuum Program Set pressure	Should be provided	Yes / No / Explain		
34	Provision for automatic aeration in case of power failure	Should be provided	Yes / No / Explain		
35	Vacuum Setting Range	Ambient – 0 mbar	Yes / No / Explain		
36	Trap	Should have Woulff bottle for trap	Yes / No / Explain		
37	Pump	Chemically resistant oil-free Vacuum pump with PTFE diaphragm	Yes / No / Explain		
38	Pump Capacity	2± 0.5 m <sup>3</sup> /h	Yes / No / Explain		
39	Final vacuum	7±3 mbar	Yes / No / Explain		
40	Vacuum connection	GL 14 or suitable connection mechanism.	Yes / No / Explain		
41	Supply voltage	100-240 V/50-60 Hz	Yes / No / Explain		
42	Pump Motor	Brushless DC motor	Yes / No / Explain		
43	Revolution speed	Max. 1600 rpm	Yes / No / Explain		

44	Sound level	40-80 dB (A)	Yes / No / Explain		
45	Safety class	IP 21/CE certified	Yes / No / Explain		
46	Materials in contact with medium	PEEK, PTFE, glass, FEP	Yes / No / Explain		
47	On/Off control	The pump should automatically turned On and Off via the interface -> On/Off communication	Yes / No / Explain		
48	Speed control	The pump is turned On and Off as well as speed controlled via the interface. Vacuum controller and vacuum pump should be able to be integrated seamlessly with the rotavapor unit.	Yes / No / Explain		
49	Recirculation chiller - Display	Should provide digital display of set and actual temperature	Yes / No / Explain		
50	Recirculation chiller - Digital interface	Should be provided	Yes / No / Explain		
51	Recirculation chiller - Temperature range (°C)	Minus 10°C to maximum + 25 °C	Yes / No / Explain		
52	Recirculation chiller - Setting / display resolution	0.2 ±0.1 °C	Yes / No / Explain		
53	Temperature Display	Digital	Yes / No / Explain		
54	Recirculation chiller - Filling volume litres	5±2 L	Yes / No / Explain		
55	Recirculation chiller - Refrigerant	CFC free	Yes / No / Explain		
56	Recirculation chiller - Flow rate	5±4 L/min	Yes / No / Explain		
57	Recirculation chiller - Power consumption	800 W(max.)	Yes / No / Explain		
58	Recirculation chiller - Pump pressure	0.4±0.2 bar(max.)	Yes / No / Explain		
59	Recirculation chiller - Supply voltage	230V/50-60 Hz	Yes / No / Explain		
60	Recirculation chiller - Interface control	Auto ON/OFF Interface control	Yes / No / Explain		

61	Recirullation chiller - Cooling capacity	530 W at 15 °C	Yes / No / Explain		
62	Recirullation chiller - Dimension(l/w/h)	250±5 X 400±5 X 500 ±5 mm	Yes / No / Explain		
63	Recirullation chiller - Safety class	IP20/ ISO9001 Certified	Yes / No / Explain		

## Document : Specification

### Supporting Documents required from Vendor

1. Full technical details in English should be provided while quoting, supported by well-documented catalogues/leaflets of the version supplied.
2. Price list for essential spares (Price Bid Related)
3. List of essential spares for the trouble-free operation for two years. LIST only be to given here and price to be quoted separately
4. Amc Quote (Price Bid Related)
5. Quote for optional spares (Price Bid Related)
6. Brochures/Catalogues of company with details
7. Detailed Techno commercial offer( without price details)
8. Unpriced AMC Quote in Split-up format for each year required.
9. Declaration regarding the percentage of local content (or value addition) in the item offered as well as the splitup in %.
10. Unpriced Bid showing the split up of main equipment, accessories, essential spares as applicable
11. Detailed Compliance Matrix vis-a-vis the item specification in tenders.
12. Additional Documents from Vendor.

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Installation, demonstration, commissioning and training to be provided in VSSC at free of cost by the party.	Yes / No / Explain	
2	Party should provide all accessories and tools required for the complete installation of the machine	Yes / No / Explain	
3	All bought out components should be of reputed make and Party should specify the make against each component.	Yes / No / Explain	
4	Scope of the party: Training for fault finding and maintenance of the unit	Yes / No / Explain	
5	scope of the party include c. Provide necessary Tubing, power cables and manuals required for smooth functioning of the system	Yes / No / Explain	
6	Scope of the party: a. Connecting the electric supply from the distribution point, including required electric cable. b. Providing earthing/neutral	Yes / No / Explain	
7	All components susceptible for corrosion should be painted with anticorrosive paint	Yes / No / Explain	
8	All necessary safety interlocks and earthing should be provided for operator's safety	Yes / No / Explain	
9	Party should certify the instrument for safe operation as per international standards	Yes / No / Explain	
10	Both soft and hard copies of operation/maintenance manual, troubleshooting flowchart and, detailed wiring diagrams/circuit should be provided. A maintenance tool kit should also be provided.	Yes / No / Explain	
11	Full technical details in English (both hard and soft copies) should be provided while quoting, supported by well-documented catalogues/leaflets of the version supplied.	Yes / No / Explain	
12	During warranty period, spares taken from our stock, if any, should be replaced by the party free of cost	Yes / No / Explain	
13	AMC Cost to be quoted separately. A separate AMC order will be placed before the expiry of the warranty.	Yes / No / Explain	

14	Party should be ready to take non-comprehensive AMC from 4th year onwards. Should provide the AMC cost for 5 years with 2 preventive maintenance and 1 breakdown visit per year	Yes / No / Explain	
15	Warranty: The complete supply must be guaranteed for free repair/replacement for 3 years from the date of supply	Yes / No / Explain	
16	Recommended set of essential spare parts and consumables for two years of operation should be supplied along with the main unit. Their list and item-wise cost should be quoted separately	Yes / No / Explain	
17	Party should provide the details of previous experience of manufacturing of rotavapors meeting the above specifications and the list of their reputed customers (with phone number and email address)	Yes / No / Explain	
18	The cost of rotavapor, recirculating chiller, vacuum pump and vacuum controller, consumables, spares, accessories and optional items should be quoted separately in the offer.	Yes / No / Explain	
19	Offer should be for the supply of all the above items together. If any one of the item mentioned in the specification document is not included in the offer, such offers will be rejected and will not be considered further.	Yes / No / Explain	
20	The offer should be for the unit as a whole including rotavapor assembly, vacuum controller, vacuum pump, recirculating chiller and associated spares, consumables and accessories	Yes / No / Explain	
21	Selection will be based on the technical evaluation by VSSC based on the details submitted by the Party. Only the technically suitable offers, meeting the VSSC requirements, will be recommended for price bid opening.	Yes / No / Explain	
22	It is party' responsibility to install, commission and demonstrate the operation of the rotavapor meeting all the VSSC specifications and requirements	Yes / No / Explain	
23	Taxes and other costs,	Yes / No / Explain	



24	Price Bid in PDF Format shall be attached in Price Bid related documents only. or else your offer shall be rejected	Yes / No / Explain	
25	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	
26	In the price bid, please ensure that you have mentioned the cost of Essential spares only once. If the price is mentioned above in the price bid, you shall not mention the price below.	Yes / No / Explain	
27	Bidders may ensure that only the basic cost of each item is entered against the unit price column in the price bid. All the other charges entered will be treated as extra. In case of local offers, please mention applicable tax percentage against each item category which will be extra. The quote will be evaluated on this basis only and bidders cannot claim they have entered all inclusive price, at a later stage. Hence bidders are advised to exercise due diligence while quoting.	Yes / No / Explain	
28	The bid shall be in INR only. Bids in FE submitted either by Foreign OEMs or Agents quoting on behalf of Foreign OEMs will be rejected. High Sea Sales Quotes not permitted.	Yes / No / Explain	
29	VSSC 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. Confirm Acceptance.	Yes / No / Explain	
30	There should be no variation between the price quoted in the price bid template and PDF format of the price bid. In the event of any variation, the price quoted in the E-proc price bid template shall be considered. CONFIRM.	Yes / No / Explain	

31	The bidders are requested to mention the applicable HSN code in respect of the product/service with applicable GST rates.	Yes / No / Explain	
32	Kindly mention clearly whether the quoted price is inclusive or exclusive of GST	-	
33	Delivery Terms.(Our default term: FOR VSSC)	Yes / No / Explain	
34	Delivery Period: No. of days/weeks/months within which items shall be delivered at our site, beyond which LD shall be applicable.(Our default: Items shall be delivered within 30 days from the date of receipt of PO)	Yes / No / Explain	
35	Installation period: Time period required for the installation of the item after receipt of intimation from VSSC regarding site readiness	Yes / No / Explain	
36	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	
37	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	
38	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	

39	<p>Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content:</p> <p>a) Equal to or more than 50% : Class-I local supplier.</p> <p>b) More than 20% but less than 50% : Class-II local supplier.</p> <p>c) Less than or equal to 20% : Non-local supplier.</p> <p>Mention your category.</p>	Yes / No / Explain	
40	<p>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.</p>	Yes / No / Explain	
41	<p>The Class-I &amp; 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.</p>	Yes / No / Explain	
42	<p>PO Placement Address (with Name and Contact Details of sales person concerned).</p>	Yes / No / Explain	
43	<p>Any Other Terms</p>	Yes / No / Explain	
44	<p>Offer Validity</p>	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
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1	ROTARY FLASH EVAPORAT OR (5Liter capacity) WITH VACUUM PUMP AND CHILLER	3.00 Nos.		-		
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**Common charges (Applicable for all items)**

<b>P&amp;F Charges</b>	
<b>Freight charge</b>	
<b>AMC Charges for 1st Year after warranty period</b>	
<b>AMC Charges for 2nd Year after warranty period</b>	
<b>AMC Charges for 3rd Year after warranty period</b>	
<b>AMC Charges for 4th Year after warranty period</b>	
<b>AMC Charges for 5th Year after warranty period</b>	
<b>Essential Spares Cost (lumpsum)</b>	
<b>Installation &amp; Commissioning Charges</b>	
<b>Any Other Charges ( Amount)</b>	
<b>Documentation &amp; Hadnling charges</b>	