

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

Tender for Compact Jet Mill and accessories

Bids to be submitted online

Tender No.: VSSC/PURCHASE UNIT III (SPRE)/VS202300356801 dated 25-03-2025

A. Tender Details

Tender No :	VSSC/PURCHASE UNIT III (SPRE)/VS202300356801
Tender Date :	25-03-2025
Tender Classification:	GOODS
Purchase Entity :	PURCHASE UNIT III (SPRE)
Centre :	VIKRAM SARABHAI SPACE CENTRE (VSSC)

Compact Jet Mill and accessories

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.

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

A.1 Tender Schedule

Bid Submission Start Date :	26-03-2025 11:30
Bid Clarification Due Date :	31-03-2025 10:00
Bid Submission Due Date :	26-05-2025 14:00
Bid Opening Date :	26-05-2025 14:01
Price Bid Opening Date :	03-06-2025 14:00

B. Tender Attachments

Technical Write-up/Drawings

Document : [Compliance matrix](#)

Document : [Specification annexure](#)

Instructions To Vendors

3. Specific Terms and Conditions to Tender (GTE Compliant)

1. This tender is open for all class of suppliers i. e Class I, Class II and non local suppliers as defined in DPIIT order on Make In India initiative dtd 16/09/2020 and its revisions. Purchase preference as per extant guidelines will be applicable for Class I local suppliers.
2. Please quote applicable GST separately. VSSC is eligible for concessional rate of tax under SI.No.243B of Notification No.24/2018 Central Tax (Rate) dated 31.12.2018. & IGST in terms of Nottf No.01/2017-IGST dt 28.06.2017 as amended by Notn No.07/2018- IGST dt 25.01.2018 and Notfn No.25/2018-IGST dt 31.12.2018. Applicable Rate is 5%. Necessary IGST/ CGST/ SGST concession certificate shall be issued by us. [Please Specify the rates with HSN Code]. (For items used for Satellite & Launch Vehicle application)
3. VSSC is eligible for customs duty exemption under Notification No. 5/2025-539A customs dt 01/02/2025 for items used in Launch Vehicle & Launching of Satellite.
4. Our standard delivery term is FOR, VSSC (for indigenous cases) & FOB / FCA or Ex-works (for Import cases). 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.
5. 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). In case of Foreign quote standard payment term is 100% Sight Draft with bank charges to respective accounts.
6. Liquidated Damages @ 0.5% per week subject to maximum of 5% of order value is applicable beyond the promised delivery schedule. However in case of inordinate delays LD @ 10% of the total order value is applicable. 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.

7. 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 Commercial 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.

8. 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/ account payee DD/ Insurance Surety Bond. The Bank Guarantee shall be obtained from any Commercial 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.

9. 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.

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

11. The offer should be valid for a period of minimum 90 days for Single Part 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).

12. 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.

13. 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.

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

15. 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.

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

17. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are permitted to quote. High Sea Sales Quotes not preferred generally. The bids shall be in INR/appropriate foreign currency.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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 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.

6. Declaration (In the Letter Head of the Bidder)

1. As per the provisions of Office Memorandum No. F. No. 6/18/2019- PPD dtd. 23.07.2020 (i.e., Rule No. 144 (xi) of GFR) and its Amendments dtd 23.02.2023, issued by Department of Expenditure, Ministry of Finance. I hereby declare and certify the following.

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India

2. I certify that this bidder is not from such a country or, if from such a country. I have registered with the Department for Promotion of Industry and Internal Trade.

" Bidder from a country which shares a land border with India" for the purpose of the Order means:

- 2.1. An entity incorporated, established or registered in such a country: or
- 2.2. A subsidiary of an entity incorporated established or registered in such a country; or
- 2.3. An entity substantially controlled through entities incorporated established or registered in such a country; or
- 2.4. An entity whose beneficial owner is situated in such a country; or
- 2.5. An Indian (or other) agent of such an entity; or
- 2.6. A natural person who is a citizen of such a country; or
- 2.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

3. I hereby certify that I am not an agent as defined in the order who procures and supplies finished goods from an entity from a country which shares a land border with India, regardless of the nature of legal or commercial relationship with the producer of the goods.

4. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered

7. Local Content Declaration Format (In your Letter Head)

1. In line with the Government Public Procurement Order No. P/45021/2/2017-BE-II dtd . 15.06.2017 , as amended from time to time, and as applicable on the date of submission of tender, we hereby certify that , we M/s. _____ are local supplier meeting the requirement of minimum local content, _____%, as defined above in the orders for the material against Tender Enquiry No. ____ dtd. ____ . The HSN No. of the item supplied is _____

2. Percentage of Local value addition , involved in the item are:

3. This is also certified that the following factors are excluded in the above percentage:
(strike out which are not applicable)

1. imported item sourced locally from resellers/distributors (value in ___% including tax, if applicable)

2. The license fee/royalties paid/technical charges paid out of india. (value in___% including tax, if applicable)

3. Repackaged/refurbished/rebranded imported products (value in ___% including tax, if applicable)

4. The details of location at which the value addition will be made is as follows :

5. We also understand that , false declarations will be in breach of 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 3 years under Rule 151 (iii) of the GFR along with such other actions as may be permissible under law.

6. For (company name)

Authorised Signatory.

C. Bid Templates

C.1 Technical Bid - Compact Jet Mill and accessories

1. BATTERY MATERIALS:

Supply and installation of compact Jet Mill as per the specification annexure

Item specifications for BATTERY MATERIALS:

Supply and installation of compact Jet Mill as per the specification annexure

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Milling unit type	Circular type; provision for compressed air/inert gas inlet and powder outlet	Yes / No / Explain		
2	Mill liner	Fully sintered alumina or tungsten carbide (WC)	Yes / No / Explain		
3	Material of construction	Stainless steel (SS316 or corrosion resistant grades)	Yes / No / Explain		
4	Mechanism of milling	Impact mechanism. (A high-speed jetting of compressed air or inert gas to collide the particles)	Yes / No / Explain		
5	Material Feeder	Vibratory feeder/ hopper. The material is fed through a venturi funnel using a vacuum set up with a pusher nozzle at the mill inlet.	Yes / No / Explain		
6	Powder feeder mechanism	automatic controllable powder feeder controlled by vibration frequency.	Yes / No / Explain		
7	Input particle size range	50 to 200 mesh (300 μ m to 75 μ m) or less size	Yes / No / Explain		
8	Product collector	Cyclone separator; collection efficiency > 85 % or better	Yes / No / Explain		
9	Collection container	Collection container volume shall be of 500 and 1000 ml (glass or SS container).	Yes / No / Explain		

10	Powder Output capacity	50-500g/hr, adjustable as per the user's requirement	Yes / No / Explain		
11	Output particle size range	Tunable average particle size 2-20 µm	Yes / No / Explain		
12	Compressor	Dry air compressor, 0.5 to 1 MPa air pressure, adjustable as per the user requirement.	Yes / No / Explain		
13	Permissible sound level during operation	≤ 70 dB	Yes / No / Explain		
14	Equipment dimension	table top; 600 mm (L) x 400 mm (W) x 400mm (H); ±10% tolerance	Yes / No / Explain		
15	Electrical rating	220-240 V AC, 60 Hz, 300-800W	Yes / No / Explain		

Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Detailed Specification	As per annexure	Yes / No / Explain		

Supporting Documents required from Vendor

1. List of optional spares with cost quote (Price Bid Related)

2. List of spares without price in the technical bid

3. OEM technical specification data sheet

4. AMC quote

5. List of customers

6. Maintenance manual

7. Operation manual

8. Warranty certificate

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Since the item is required for synthesis and processing advanced battery materials for space applications only companies having proven track record in the manufacturing will be considered	Yes / No / Explain	
2	Foot print of the system, dimension and weight shall be provided	Yes / No / Explain	
3	Vendor shall be original manufacturer/authorized representative of the system	Yes / No / Explain	
4	List of customers to whom similar units were supplied elsewhere shall be given along with the offer	Yes / No / Explain	
5	Offer shall consist of construction details with well-supported catalogues and leaflets having images of actual instrument without which their offer will not be considered.	Yes / No / Explain	
6	Installation and commissioning of the instrument has to be carried out by supplier at our laboratory in VSSC and the performance has to be demonstrated.	Yes / No / Explain	
7	This is a Global Tender. Non Local Suppliers shall also be eligible to bid along with Class I local suppliers and class II local suppliers. Class I local supplier is eligible for purchase preference as Govt. of India Public Procurement	Yes / No / Explain	

8	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. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC in technical & Commercial bid. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate breakup of components of main equipment, individual accessories and spares as desired.	Yes / No / Explain	
9	Taxes and other costs, if any.	Yes / No / Explain	
10	Delivery Terms [Normal delivery terms - FOR VSSC] (for indigenous cases) & FOB / FCA or Ex-works (for Import cases).	Yes / No / Explain	
11	Delivery Period [Please Specify the period, LD shall be applicable in case of delayed delivery]. Mention the time required for supply and installation wherever applicable.	Yes / No / Explain	
12	Payment Terms [Within 30 days after receipt and acceptance of Item at our Stores for indigenous / Sight Draft for import case].	Yes / No / Explain	
13	Liquidated Damages @ 0.5% per week subject to maximum of 5% of order value is applicable beyond the promised delivery schedule. However in case of inordinate delays LD @ 10% of the total order value is applicable.	Yes / No / Explain	
14	Warranty [Minimum 2 year required.]	Yes / No / Explain	
15	Performance Bank Guarantee for 3% of order value valid 2 months beyond the Warranty Period to be provided.	Yes / No / Explain	

16	<p>Security Deposit: In case order value exceeds Rs. 5 lakhs Successful Tenderer shall submit Security Deposit equivalent to 3% of the order value valid for a period of 60 days beyond the date for completion of the Purchase Order. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Insurance surety bond/ Bank Guarantee/ Fixed Deposit receipts or account payee DD from Commercial Banks in India. No exemption is applicable for MSE vendors from submission of Security Deposit. In case PSU/Autonomous bodies/Central Government organisations, Indemnity Bond shall be accepted. Wherever SD and PBG are involved, the same can be submitted in consolidated SD cum PBG, valid for a period of 60 days beyond the completion of contractual obligation/ warranty obligations under the contract. Necessary formats will be issued to the successful tenderer along with Purchase order.</p>	Yes / No / Explain	
17	<p>AMC: You shall offer AMC for 5 years after completion of Warranty period and quote for the same shall be submitted along with price bid separately. Scope of AMC includes:2 number of Preventive Visits and 1 Breakdown visit if required shall be made in a year during the AMC period.</p>	Yes / No / Explain	
18	<p>Bid Evaluation Criteria: Bids shall be evaluated based on the Basic equipment cost and AMC charges for 5 years.</p>	Yes / No / Explain	
19	<p>In the case of GTE Tenders, the Performance Security should be in the same currency as the Contract and must uniform to the Uniform Rules for Demand Guarantees [URDG-758]- an international convention regulating international securities.</p>	Yes / No / Explain	
20	GeM Seller Unique ID	Yes / No / Explain	
21	Country of Origin	Yes / No / Explain	

22	Quote Validity: Minimum 90 days [for Single part Tender], Minimum 180 days [for Two part Tender] from the date of Tender opening	Yes / No / Explain	
23	As per the provisions of Office Memorandum No. F. No. 6/18/2019-PPD dtd. 23.07.2020 (i.e., Rule No. 144 (xi) of GFR) and its Amendments, issued by Department of Expenditure, Ministry of Finance. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.	Yes / No / Explain	
24	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.	Yes / No / Explain	
25	Bidder shall mandatorily furnish declaration regarding Land Border sharing in the document sought with all terms and conditions given in Instructions to Vendors in your letter head duly signed by authorized signatory with company seal.	Yes / No / Explain	
26	Confirm the percentage of local content in the item and attach documentary proof for the same.	Yes / No / Explain	
27	The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender), shall be excluded from procurement process.	Yes / No / Explain	
28	In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item /product, shall be excluded from procurement process.	Yes / No / Explain	

29	PO ordering address in full with Contact Persons Name, E-mail id, Phone No. [also attach your Quotation in PDF format]. Supplier shall furnish Bank Account details with IFSC code.	Yes / No / Explain	
30	Bank Account details	Yes / No / Explain	
31	Any other terms	-	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	BATTERY MATERIALS: Supply and installation of compact Jet Mill as per the specification annexure	1.00 Nos.		-		

Common charges (Applicable for all items)

P&F Charges	
Freight charge	
AMC Charges for 1st Year after warranty period	
AMC Charges for 2nd Year after warranty period	
AMC Charges for 3rd Year after warranty period	
AMC Charges for 4th Year after warranty period	
AMC Charges for 5th Year after warranty period	