

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

**Tender for Supply of effluent treatment chemical**

**Bids to be submitted online**

**Tender No.: VSSC/PURCHASE UNIT II (AVN)/VS202400114501 dated 21-03-2024**

## A. Tender Details

Tender No : **VSSC/PURCHASE UNIT II (AVN)/VS202400114501**

Tender Date : **21-03-2024**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT II (AVN)**

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

## Supply of effluent treatment chemical

Supply of effluent treatment chemical

### A.1 Tender Schedule

Bid Submission Start Date : **22-03-2024 13:30**

Bid Clarification Due Date : **04-04-2024 11:00**

Bid Submission Due Date : **25-04-2024 10:30**

Bid Opening Date : **25-04-2024 11:00**

## B. Tender Attachments

NA

### Instructions To Vendors

#### 1. PROFORMA FOR TERMS AND CONDITIONS OF TENDER for indigenous stores items

1. 5.(a) 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 systems of unit must be furnished.

(b) Corrections, if any, in the quotation must be attested. All amounts shall be indicated both in words as well as in figures. When there is difference between the amount quoted in words and figures, the amount quoted in words shall prevail.

2. ARBITRATION - In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s 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 dispute/s, then the unresolved dispute/s or difference/s or claim/s 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 Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre â 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 âEnglishâ 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.

3. Guarantee: The stores offered should be guaranteed for a minimum period of twelve months against defective stores design, operation or manufacture. For defects noticed during the guarantee period, replacement/repair should be arranged free of cost within a reasonable period of such notification. In cases where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.

4. Packing and Forwarding: 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 to

the Contractor.

5. Payment terms are full payment within 30 days from the date of receipt and acceptance of material ordered. Our Bankers are State Bank of India, ..... Branch, ..... (place).

6. Price quoted should be on the basis of FOR .....delivery at site. The Purchaser will not pay separately for transit insurance, and the risk and cost during transit shall be exclusively the responsibility of the Contractor and the purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

7. Quotation should be valid for at least 90 days from the date of opening of the tender.

8. Sales Tax and/or other duties/levies, where legally leviable and intended to be claimed, should be distinctly shown separately in the tender

9. Specifications: Stores offered should strictly conform to Purchaser's specifications. Deviations, if any, shall be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotation. Test certificate, wherever necessary, should be forwarded along with supplies. Wherever options are called for in our specifications, the tenderer should address all such options, wherever specifically mentioned by us, and the tenderer could suggest changes to specifications with appropriate response for the same. Even in such case, the tenderer should state why he cannot meet our specification/s and why he is suggesting the change.

10. Successful tenderer will have to furnish in the form of a Bank Guarantee or in any other form as called for by the Purchaser towards adequate security for the materials/property provided by the purchaser for the due execution for the Contract.

11. The Contractor shall at all times indemnify the Purchaser against all claims which may be in respect of the stores for infringement of any right protected by Patent, Registration or design or Trade Mark and shall take all risks of accidents or damage which may cause a failure of the supply from whatever causes arising and the entire responsibility for the sufficiency of all means used by him for the fulfilment of the Contract.

12. The Purchaser reserves the right to accept or reject any quotation fully or partly without assigning any reason therefore.

13. The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed not later than the date specified therein, and failure to do so, without adequate justification, may involve cancellation of the Contract at the discretion of the Purchaser

14. Where counter terms and conditions/printed or cyclostyled conditions of sale have been offered by the tenders, the same shall not be deemed to have been accepted by the Purchaser unless the Purchaser's specific written acceptance thereof is obtained.

2. 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.

3. 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.

4. 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.

5. Foreign vendors are not permitted to quote

**6. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA - Restrictions under Rule 144 (XI) in GFR, 2017.**

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 - Supply of effluent treatment chemical

#### 1. Sodium Metabisulphite (Sodium disulfite) monohydrate

##### Item specifications for Sodium Metabisulphite

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Grade	LR grade	Yes / No / Explain		
2	Packing	500 g, plastic bottle	Yes / No / Explain		

##### Supporting Documents required from Vendor

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	The item shall be packed in original packing of manufacturer	Yes / No / Explain	
2	Party shall provide COC along with the item	Yes / No / Explain	
3	This tender is proposed as a DOMESTIC PUBLIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dtd 04/06/2020- Preference to Make in India Order-2017 Revision. Non-Local Suppliers need not quote. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted.	Yes / No / Explain	
4	The vendor has to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided.	Yes / No / Explain	
5	Foreign vendors are not permitted to quote 1. Only Class -I and Class-II Local suppliers as per make in India policy are eligible to participate in the bid. 2. The percentage of local content should be specifically mentioned in the offer, without which will be summarily rejected 3. Preference will be given to Class-I Local Supplier and in their absence, class-II Local supplier will be considered.	Yes / No / Explain	
6	Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India. The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.	Yes / No / Explain	



7	In cases if the item(s) offered exceed Rs. 10 Crores, the Class-I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.	Yes / No / Explain	
8	Taxes and other costs, if any. VSSC is eligible for concessional rate of tax under Sl.No.243B of Notification No.24/2018 Central Tax (Rate) dated 31.12.2018. & IGST in terms of Notf 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].	Yes / No / Explain	
9	Delivery Terms [Normal delivery terms - FOR VSSC]	Yes / No / Explain	
10	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	
11	Payment [Within 30 days after receipt and acceptance of Item at our Stores].	Yes / No / Explain	
12	Liquidated Damages @ 0.5% per week subject to maximum of 10% of order value is applicable beyond the promised delivery schedule.	Yes / No / Explain	
13	Country of Origin	Yes / No / Explain	
14	Quote Validity: Minimum 90 days from the date of Tender opening.	Yes / No / Explain	
15	PO ordering address in full with Contact Persons Name, E-mail id, Phone No. [also attach your Quotation in PDF format ].	Yes / No / Explain	

16	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 fulfills all requirements in this regard and is eligible to be considered.	Yes / No / Explain	
17	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	
18	Any other terms.	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Sodium Metabisulphite (Sodium disulfite) monohydrate	50.00 KG		-		

### Common charges (Applicable for all items)

<b>Freight charge</b>	
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