

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

Tender for Trichloroethylene

Bids to be submitted online

Tender No.: VSSC/PURCHASE UNIT III (SPRE)/VS202400208601 dated 20-06-2024

A. Tender Details

Tender No : **VSSC/PURCHASE UNIT III (SPRE)/VS202400208601**

Tender Date : **20-06-2024**

Tender Classification: **GOODS**

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

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

Trichloroethylene

This is a Single part Tender i.e. Techno-Commercial and Price bids are to be submitted together. Tenderers are advised to refer the tender document and follow the tender schedule strictly.

A.1 Tender Schedule

Bid Submission Start Date : **19-06-2024 12:30**

Bid Clarification Due Date : **28-06-2024 14:00**

Bid Submission Due Date : **06-08-2024 14:00**

Bid Opening Date : **06-08-2024 14:01**

B. Tender Attachments

NA

Instructions To Vendors

1. PROFORMA FOR TERMS AND CONDITIONS OF TENDER where the indent value is < 2.00 lakhs for indigenous stores items

1. (a) Prices are required to be quoted according to the units indicated in the Price Bid Template. 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.
2. Arbitration: In the event of any dispute or difference arising under these terms & conditions or any condition contained in the Purchase Order or in connection with this Contract. (except as to any matter the decision of which is specially provided for by these conditions), the same shall be dealt with in accordance with the provisions of Arbitration and Conciliation Act, 1996 along with the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 or any other enactment made by Government of India.
3. (b) 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.
4. Goods and Service Tax and/or other duties/levies, where legally leviable and intended to be claimed, should be distinctly shown separately in the Price Bid Template.
5. Guarantee: Wherever mentioned, the stores offered should be guaranteed for a minimum period of twelve months or any other period as mentioned, 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.
6. 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, Thumbra (place).
7. Price quoted should be on the basis of FOR, VSSC, Thiruvananthapuram/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.

8. Quotation should be valid for at least 60 days from the date of opening of 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. 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.

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

12. 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

13. 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. Instructions to Vendors

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

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

3. Specific Terms and Conditions to Tender (detailed)

1. As per Notification No. 5/2018-CUSTOMS DTD. 25/01/2018, we are eligible for concessional

payment of customs duty and IGST. Hence CD & IGST element shall be specified separately in the quotation. Necessary exemption certificate shall be issued upon request.

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

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

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

4. In case of Foreign/Import Tenders:

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

5. In order to avail of the benefits extended to by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre / Udyog Adhar / NSIC Registration Certification along with your offer.

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

- a.High Sea Sale Agreement.
- b.Invoice pertaining to the Indian Trader in INR and the invoice of the foreign vendor in foreign currency.

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

8. Note: SD, LD and PBG clauses are mandatory and offers of the vendors who have not agreed for

the above conditions will be excluded from the procurement process. Micro and Small Vendors are not exempted from the submission of Security Deposit. Only Govt Departments/PSUs/PSEs can submit Indemnity Bond instead of Bank Gurantee towards SD/PBG.

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

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

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

12. Please quote applicable GST separately.

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

14. Security Deposit: Wherever the offer value is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt. The Bank Guarantee shall be obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of all contractual obligations. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor. In case if Security Deposit is submitted and the contractor fails to execute the order, then the security deposit will be forfeited.

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

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

17. Where agents participate in a tender;

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

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

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

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. PPP Make in India(Non- Divisible Items-All Classes of Suppliers)

1. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.

2. a) The subject item falls under Non-divisible category. b) The offers are sought from all classes of suppliers.

3. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: a) Equal to or more than 50% : Class-I local supplier. b) Minimum 20% but less than 50% : Class-II local supplier. c) Less than 20% : Non-local supplier.

4. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.

5. In case of a complaint received from any local supplier indicating a need for review / verification of

Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs. 5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

6. In cases the quoted price is in excess of Rs.1000 Lakhs (including duties, taxes and freight & Insurance) the 'Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content.

7. In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments issued by Govt. of India from time to time with a view to support the Indian industries, ISRO has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Class-I Local Supplier" for the goods/ services/ works covered in this tender, subject to the following terms & conditions:-

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

9. 'Local content' means the amount of value added in India (i.e. indigenous items/services added in the offered products/ services/ works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.

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

11. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as a package) and Services:

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

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

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

12. The 'Class-I & II local supplier' should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content [as per SI. No.(3)] as called for in the tender and provide the percentage of local content along with details of the location(s) at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC(minimum Local Content) in technical bid zone.

13. The ink-signed certificate shall be provided on vendors letter head along with the offer (in case of online tender, copy of ink-signed certificate shall be uploaded along with your offer under concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of certificate, the purchase preference shall not apply.

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

15. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if ISRO or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. Please note this point.

16. Works means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'. Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

C. Bid Templates

C.1 Technical Bid - Trichloroethylene

1. TRICHLOROETHYLENE

Item specifications for TRICHLOROETHYLENE

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Purity	99.5%	Yes / No / Explain		
2	Pack size	2.5 Liter bottle	Yes / No / Explain		

Supporting Documents required from Vendor

1. Month/Year of production

2. Certificate of analysis

3. Your Quotation in PDF Format is mandatory

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Latest batch of chemicals shall be supplied.	Yes / No / Explain	
2	Certificate of analysis shall be supplied along with the item.	Yes / No / Explain	
3	Taxes and other costs [GST @ 5% as per Ministry of Finance, Dept. of Revenue Notification No. 25/2018 Integrated Tax (Rate) Schedule-I; SI.No.243B dated 31.12.2018 (Amendment to Notification No. 7/2018 - Integrated Tax (Rate) dated 25.01.2018 and Notification No. 1/2017 - Integrated Tax (Rate) dated 28.06.2017.]	Yes / No / Explain	
4	Delivery Terms [FOR,VSSC,TRIVANDRUM	Yes / No / Explain	
5	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	
6	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	
7	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	
8	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)More than 20% but less than 50% : Class-II local supplier. c)Less than or equal to 20% : Non-local supplier. Mention your category.	Yes / No / Explain	

9	Local content means the amount of value added in India (i.e. indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent. Indicate extent of Minimum Local Content in offered product/service and location of such value additions.	Yes / No / Explain	
10	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.	Yes / No / Explain	
11	PO Placement Address (with Name and Contact Details of sales person concerned).	Yes / No / Explain	
12	Any Other Terms	Yes / No / Explain	
13	Offer Validity [180 Days]	Yes / No / Explain	
14	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	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	TRICHLORO ETHYLENE	24.00 Nos.		-		

Common charges (Applicable for all items)

Freight charge	
P&F Charges	