

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

Tender for Portable Liquid Nitrogen Container

Bids to be submitted online

**Tender No.: VSSC/PURCHASE UNIT VI (CMSE Purchase)/VS202400264901 dated
12-08-2024**

A. Tender Details

Tender No :	VSSC/PURCHASE UNIT VI (CMSE Purchase)/VS202400264901
Tender Date :	12-08-2024
Tender Classification:	GOODS
Purchase Entity :	PURCHASE UNIT VI (CMSE Purchase)
Centre :	VIKRAM SARABHAI SPACE CENTRE (VSSC)

Portable Liquid Nitrogen Container

YOU SHOULD ATTACH YOUR QUOTATION IN PDF FORMAT.

Only online tenders will be accepted. No manual / Postal / e-mail / fax offers will be entertained. No manual tender document will be issued. Parties interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal <https://eproc.vssc.gov.in> by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk 0471-2565454 also as provided in the home page of e-procurement portal in case of any problem for registration and subsequent process. Vendors may please note that without registering in our e-procurement portal, they will not be able to quote for this e-tender.

Important Notice : Tender will be automatically closed on the due date if at least one offer is received. If the tender could not be opened on the first day due to any technical snag, it will be opened on the subsequent day as per the schedule

A.1 Tender Schedule

Bid Submission Start Date :	12-08-2024 18:13
Bid Clarification Due Date :	30-08-2024 12:00
Bid Submission Due Date :	12-09-2024 14:00
Bid Opening Date :	12-09-2024 15:00

B. Tender Attachments

NA

Instructions To Vendors

1. PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER where the indent value is Rs. 2.00 lakhs & above for FOREIGN SUPPLY items

1. 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.

2. 10. PORT OF ENTRY:

Thiruvananthapuram International Airport For Air Cargoes And Kochi Sea Port For Ocean Vessel Cargoes

3. 11. CONSIGNEE:

Purchase & Stores Officer(Stores), Composites Entity, Vikram Sarabhai Space Centre, Vattiyookavu, Thiruvananthapuram 695013.. Ph:04712569141

4. 11. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.

5. 12. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.

6. 12. SHIPPING MARKS.

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

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
VIKRAM SARABHAI SPACE CENTRE
COMPOSITES ENTITY

Destination: VATTIYOORKAVU, THIRUVANANTHAPURAM-695013

Port of Entry:

7. 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.

8. 13. INSURANCE OF THE STORES:

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 16. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

14. 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.

15. 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.

16. 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.

17. 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.

18. 1. Quotation/Open Authorization shall be submitted online [only] complying the specified schedule with technical specifications, including pamphlets and catalogues.

19. 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 fulfill 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.

20. 21. REQUIREMENT 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.

21. 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.

22. 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.

23. 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.

24. 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 fulfillment of the Contract.

25. 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.

26. 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.

27. 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.

28. 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.

29. 2. A Proforma Invoicemay 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 Trivandrum 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.

30. 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.

31. 30. APPLICABLE LAW:

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

32. 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

33. 3. The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.

34. 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

35. 4. The offer should be valid for a minimum period of 90 days (Single Part Tender) / 180 days (Two Part Tender) from the due date of opening of the tender.

36. 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.

37. 5. Samples, if called for, should be sent free of all charges.

38. 6. ADDRESS OF INDIAN AGENTS:

39. 6. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.

40. 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.

41. 7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.

42. 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 sub-Contractors, 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.

43. 8. The details of Import Licence will be furnished in the Purchase Order.

44. 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.

45. 9. The authority of person signing the tender, if called for, shall be produced.

46. DEPARTMENT OF SPACE

VIKRAM SARABHAI SPACE CENTRE

CMSE, VATTIYOORKAVU P.O.,

THIRUVANANTHAPURAM- 695 013

47. FORM 22 FOR FOREIGN CASE

48. 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. 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.

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

1. 10. 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. 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.

3. 12. 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.

4. 13. 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. 14. 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.

6. 1. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: i. Equal to or more than 50%: Class-I local supplier. ii. More than 20% but less than 50%: Class-II local supplier. iii. Less than or equal to 20%: Non-local supplier.

7. 2. '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.

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

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

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

11. 6. 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.

12. 7. 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.

13. 8. 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.

14. 9. 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.

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

16. 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:-

4. GENERAL TERMS & CONDITONS (WITH WARRANTY)

1. 10.Security deposit : You should submit Bank Guarantee (Rs.200/- stamp paper) for 3% order value (DOS:PM:09 format enclosed) from a Nationalised/Scheduled bank valid for 2 months beyond the date of completion of order along with order acknowledgement. This security deposit without any interest thereon shall be returned to the Contractor on successful completion of the contract or shall be adjusted/forfeited against non-fulfillment of any of the contractual obligations.

2. 11.Warranty: Warranty should be indicated in the quotation if applicable

3. 12.Performance Bank Guarantee: You shall furnish performance Bank Guarantee in Rs.200/-non judicial stamp paper from a Nationalized/Scheduled Bank Equivalent to 3% of the order value which shall be valid beyond 2 months from the expiry of warranty/guarantee period.

4. 13. We would like to have more than one source of supply and the final orders will be given accordingly to the qualified bidders.
5. 16. VSSC-CMSE has a right to cancel the tender without assigning any reason etc.
6. 17. If you are unable to submit offer, the same may be communicated to us before the due date.
7. 18. "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."
8. 19. All Tax invoices issued by suppliers/Service providers on or after July 01,2017 shall invariably bear their GST Registration No.(GSTIN) applicable GST rates and HSN Code. In the absence of which, the invoices shall not be processed for payment.
9. 2. Please keep & confirm the offer validity minimum 90 days from the date of opening of tender.
10. 3. GST extra as applicable as per HSN code. Specify HSN code with applicable GST in your quotation.
11. 6. Delivery term: Our standard delivery term is FOR : CMSE-VSSC. In case of Ex- Works, please indicate packing, forwarding & freight charges up to VSSC, separately. (For more details please see Form No. 19/20/21/22/ 23 attached)
12. 8. 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 / UdyogAdhar/ NSIC Registration Certification along with your offer.
13. 9. Liquidated damages: The delivery period quoted by you and stipulated in the Purchase Order shall be deemed to be the essence of the order and delivery must be completed not later than the dates specified therein as otherwise VSSC shall have the right to recover a sum @ 0.5% of the order value per week/part of a week or 0.5% of the value of the stores for which the delivery is delayed for each week of delay, as the case may be, subject to a maximum of 10% of the order value.
14. (b) 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.
15. (c) 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

16. General Conditions:

1.Payment: Our standard payment term is 100% within 30 days on receipt and acceptance of the item at our site .

5. Only online tenders will be accepted. No manual / Postal / e-mail / fax offers will be entertained. No manual tender document will be issued. Parties interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal <https://eproc.vssc.gov.in> by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk 0471-2565454 also as provided in the home page of e-procurement portal in case of any problem for registration and subsequent process. Vendors may please note that without registering in our e-procurement portal, they will not be able to quote for this e-tender.

Important Notice : Tender will be automatically closed on the due date , if at least one offer is received. If the tender could not be opened on the first day due to any technical snag, it will be opened on the subsequent day as per the schedule

C. Bid Templates

C.1 Technical Bid - Portable Liquid Nitrogen Container

1. Portable Liquid Nitrogen Container - Technical specification as per annexure I

Item specifications for Portable Liquid Nitrogen Container

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Technical specification	As per annexure – I	Yes / No / Explain		
2	Gross Capacity	200 liters (min.)	Yes / No / Explain		
3	Net Capacity	190 liters (min.)	Yes / No / Explain		
4	Fluid to be stored	Liquid Nitrogen	Yes / No / Explain		
5	Net Evaporation Rate	2.2% (max.) per day of full volume at STP conditions for N2	Yes / No / Explain		
6	Inner Vessel - Material	Stainless Steel X5 Cr-Ni18-10 or equivalent	Yes / No / Explain		
7	Inner Vessel - Design Code	DOT 4 L or EN1251-2:2000 or Equivalent	Yes / No / Explain		
8	Inner Vessel - Maximum Allowable Working Pressure	34 bar(g) max.	Yes / No / Explain		
9	Inner Vessel - Design Temperature	-190 to 40 °C or wider	Yes / No / Explain		
10	Inner Vessel - Insulation	Vacuum + Si	Yes / No / Explain		
11	Outer Vessel - Material	SS 304	Yes / No / Explain		
12	Outer Vessel - Design & Manufacturing Code	DOT 4 L or EN1251-2:2000 or Equivalent	Yes / No / Explain		
13	Outer Vessel - Design Pressure	1 bar(g) min.	Yes / No / Explain		
14	Outer Vessel - Operating Pressure	Vacuum	Yes / No / Explain		

15	Outer Vessel - Design Temperature	-20 to 55 °C or wider	Yes / No / Explain		
16	Outer Vessel - Operating Temperature	Ambient	Yes / No / Explain		
17	Empty Weight	175 kg (max.)	Yes / No / Explain		
18	Outer Diameter	600 mm (max.)	Yes / No / Explain		
19	Overall Height	1700 mm (max.)	Yes / No / Explain		
20	Vent Valve	Suitable (Chart / Rego or Equivalent)	Yes / No / Explain		
21	Liquid Fill and Withdrawal Valve	Suitable (Chart / Rego or Equivalent)	Yes / No / Explain		
22	Pressurizing Valve	Suitable (Chart / Rego or Equivalent)	Yes / No / Explain		
23	Gas Withdrawal Valve	Suitable (Chart / Rego or Equivalent)	Yes / No / Explain		
24	Safety Relief Valve	Set Pressure: 34 bar(g) or higher, as per standard	Yes / No / Explain		
25	Burst Disc	Set Pressure: 39.7 bar(g) or higher, as per standard	Yes / No / Explain		
26	Pressure Gauge	Range: 0 – 40 bar(g) min. Make: WIKA or Equivalent	Yes / No / Explain		
27	Level Gauge	Float Type (CHART or Equivalent)	Yes / No / Explain		
28	Combined Pressure Regulator and Economizer	Chart or Equivalent Range: 7 to 24.6 bar (g) approx.	Yes / No / Explain		
29	Evacuation Port cum Safety Valve	Suitable (Chart or Equivalent)	Yes / No / Explain		

Document : Annexure I

Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Technical Specification	As per annexure - I	Yes / No / Explain		

2	Transportation pallet	Every Portable Liquid Nitrogen Container shall be supplied with a transportation pallet. It shall be configured based on size of Portable Liquid Nitrogen Container and made of steel. Each pallet shall be designed to carry one cylinder only. Suitable wheels shall be provided on base of pallet for easy movement of cylinder.	Yes / No / Explain		
3	Warranty	One year warranty from the date of delivery	Yes / No / Explain		
4	Manual	Operational and maintenance manual in English	Yes / No / Explain		
5	Test certificates	Copy of valid test certificates from manufacturer of Portable Liquid Nitrogen Containers. Party shall also provide valid PESO certificates on Portable Liquid Nitrogen Containers.	Yes / No / Explain		

Supporting Documents required from Vendor

1. Overall configuration of portable LN2 container including details of attached flow & safety devices and transportation pallet

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Delivery schedule: - 16 weeks from the date of release of purchase order.	Yes / No / Explain	
2	Acceptance criteria: - Based on satisfactory inspection at VSSC.	Yes / No / Explain	
3	Packing: - All the necessary items shall be properly packed to avoid any damage during transportation.	Yes / No / Explain	
4	Delivery Period	Yes / No / Explain	
5	Delivery Terms	Yes / No / Explain	
6	In case of Ex-Works, please indicate packing, forwarding & freight charges up to VSSC, separately	Yes / No / Explain	
7	Liquidated Damage - As detailed in Annexure	Yes / No / Explain	
8	Taxes and Duties if any (Concessional rate applicable for GST)	Yes / No / Explain	
9	Payment Terms [within 30 days after receipt and acceptance of item for indigenous]	Yes / No / Explain	
10	Warranty	Yes / No / Explain	
11	Performance Bank Guarantee	Yes / No / Explain	

12	Security Deposit (Where ever the offer value is Rs 5.00 Lakhs and above) -You should submit Security Deposit @ 3% of order value in the form of insurance Security Bonds, Account Payee Demand Drafts, Fixed Deposit Receipt, Bank Guarantee (Rs.200/-stamp paper) in the prescribed format (DOS:PM:07) from a Nationalized/ Scheduled Bank valid for 2 Months beyond the date of completion of order obligation along with order acknowledgement. Documentary proof of Online payment also acceptable as Security Deposit. This security deposit without any interest thereon shall be returned to the Supplier on successful completion of the Purchase Order or shall be adjusted/forfeited against non-fulfillment of any of the contractual obligations.	Yes / No / Explain	
13	Port of Despatch & Mode of despatch	Yes / No / Explain	
14	Quote Validity : Minimum 90 days [for Single Part Tender]	Yes / No / Explain	
15	Name and Address to Which order to be placed. Please include contact details like mobile no. and email id	Yes / No / Explain	
16	Percentage of local content as defined under DPIIT order dtd 04.06.20 -Preference to Make in India order -2017 Revision	Yes / No / Explain	
17	Any other conditions	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Portable Liquid Nitrogen Container - Technical specification as per annexure I	4.00 Nos.		-		

Common charges (Applicable for all items)

P&F (Amount)	
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Freight (Amount)	
Discount (Amount)	
Any Other Charges (Amount)	