

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

## **Tender for 600 Channels Data Aquisition System**

**Bids to be submitted online**

**Tender No.: VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202400391001 dated  
09-08-2024**

## A. Tender Details

Tender No :	<b>VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202400391001</b>
Tender Date :	<b>09-08-2024</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>PURCHASE UNIT I (MAIN PURCHASE)</b>
Centre :	<b>VIKRAM SARABHAI SPACE CENTRE (VSSC)</b>

## 600 Channels Data Aquisition System

- 1.Last minute clarification on tenders will not be entertained.
- 2.This is E tender. Hence postal/fax/email tenders will not be accepted.
- 3.This is a Two part tender ie; Techno Commercial (Containing Documents Solicited vendor [available in Bid forms] & Vendor Specified Terms) and Price Bid. Hence all Technical & commercial details shall be furnished in the Documents Solicited from Vendor & Vendor Specified Terms Fields while price shall be indicated only in the Price Bid.
- 4.IMPORTANT NOTE: This being a Two part tender, cost shall be mentioned in the Price Bid only. The price bid document is to be uploaded only in the Price Bid document (Price Bid related)
- 5.Note: Foreign vendors are not permitted to quote. Only Class I and Class II local suppliers as per Make in India Policy are eligible to participate in the in the bid. [ Wherever in this Tender Document, the condition/stipulation mentioned regarding foreign vendor/agent are not applicable to this tender as only Class I and II Local Supplier are allowed to participate in the tender].
- 6.The percentage of local content should be specifically mentioned in the offer, without which it will be summarily rejected.
- 7.Preference will be given to Class I local supplier and in their absence, Class II local supplier will be considered.
- 8.In order to avail the benefits extended by the Govt. of India to the Micro and Small sector Vendors are requested to submit along with their offers-attested copy of valid EM Part II signed by the General Manager, DIC.
- 9.Make/Model should be specifically mentioned in your offer.
- 10.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.
- 11.All Tax Invoices issued by supplier/ service providers shall invariably bear their GST Registration No. (GSTIN) & the applicable GST rates. In the absence of which, the invoices shall not be processed for payment.

## **A.1 Tender Schedule**

**Bid Submission Start Date : 09-08-2024 18:09**

**Bid Clarification Due Date : 02-09-2024 14:00**

**Bid Submission Due Date : 03-09-2024 14:00**

**Bid Opening Date : 03-09-2024 14:30**

**Price Bid Opening Date : 05-09-2024 14:00**

## **B. Tender Attachments**

NA

### **Instructions To Vendors**

#### **1. 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. 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.

8. 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.

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

10. 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.

11. Please quote applicable GST separately.

(a)In line with Notification No. 01/2017-Central Tax (Rate) dated 28-06-2017, as amended by Notification No. 06/2018-Central Tax (Rate) dated 25-01-2018 and Notification No. 24/2018 - Central Tax (Rate) dated 31-12-2018 and corresponding SGST Rate Notifications, GST rate for the goods at Sl. No. 243 B: "Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock up and modules, raw material and consumable required for Launch Vehicles and Satellites and Payloads" is 2.5% CGST and 2.5% SGST. IGST is charged at 5 % in terms of Notification No. 01/2017-IGST dated 28-06-2017 as amended by Notification No. 07/2018 - IGST dated 25-01-2018 and Notification No. 25/2018 - IGST dated 31-12-2018, necessary IGST/CGST/SGST concession certificate shall be issued

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

13. 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 Gurantee / FD Receipt. The Bank Gurantee 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.

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

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. 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.

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

18. LIQUIDATED DAMAGES:

The delivery date stipulated in the order is the essence of the contract. In case of delay in supplying the items from mutually agreed delivery date, liquidated damages @ 0.5% of the order value per week subject

to a maximum of 10% of the order value for the delayed period will be deducted from your bill. The supply will be deemed to have been completed only when the entire system is supplied, installed and accepted.

19. FORCE MAJEURE:-

In case completion of job is delayed by any circumstances such as acts of god, sabotages, civil commotion, riots, insurrections, revolution, blockades, earthquakes, fire, floods, lightening, storms, or other natural events over which we do not have control, 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.

20. 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 Arbitrator(s) appointed

by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation (Amendment) Act of 2015. 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.

## **2. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**

1. 1. As per the Rule 144(xi) of General Financial Rule, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority ie., Department for Promotion of Industry and Internal Trade (DPIIT).

2. 2. Hence, Vendors or Agents of a Vendor (Indian or others) from a country sharing border with India shall submit copy of valid registration made with Department for Promotion of Industry and Internal Trade (DPIIT), Government of India along with the tender mandatorily, without which the offer will be treated as invalid.

3. 3. Model Certificate for Tenders : "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". Please submit this declaration duly signed and stamped by your Authorized signatory in your Company/OEM's Letter head.

4. 4. 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. 5. 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. PPP Make in India(Non- Divisible Items-Class I & II Local Suppliers Only)**

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 sought only from Class-I & Class-II local suppliers

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

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 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.

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.

#### **4. Format for Self Certification under Preference to MAKE IN INDIA Policy**

1. 1. In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 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. \_\_\_\_\_(supplier name) are local supplier meeting the requirement of minimum percentage of Local content \_\_\_\_\_ ( class I/Class II) as defined in above orders for the materials against Tender No. \_\_\_\_\_

2. 2. Details of locations at which local value addition will be made is as follows: -----  
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3. 3. We also understand, false declarations will be in breach of the Code in Integrity under Rule 175(1) (i) (h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

4. 4. Seal and Signature of Authorized Signatory.

## C. Bid Templates

### C.1 Technical Bid - 600 Channels Data Acquisition System

#### 1. Data acquisition system - 600 channel DAS

##### Item specifications for Data acquisition system -

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	600 Channels Data Acquisition System	As per attached Techno Commercial Document for 600 Channels Data Acquisition System	Yes / No / Explain		

##### Document : Techno Commercial Document for 600 channels Data Acquisition System

##### Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	600 Channels Data Acquisition System	As per attached Techno Commercial Document for 600 Channels Data Acquisition System	Yes / No / Explain		

##### Supporting Documents required from Vendor

#### 1. Compliance matrix as per Techno Commercial Document for 600 channels Data Acquisition System

#### 2. Previous Experience

#### 3. Technical Details

#### 4. Price Bid Document (Price Bid Related)

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	As per attached Tecno Commercial Document for 600 channels Data acquisition system	Yes / No / Explain	
2	Taxes and other costs,	Yes / No / Explain	
3	Security Deposit (Applicable if Offer Value is Rs. 5 Lakhs or above. MSME/NSIC Units are NOT EXEMPTED from the payment of SD. Bank Guarantee @ 3% of Order Value valid till 60 days from the date of supply to be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In the event of non-performance of contractual obligations, SD will be forfeited).	Yes / No / Explain	
4	Delivery Terms (F.O. R VSSC)	Yes / No / Explain	
5	Delivery Period : Supply, installation, Commissioning and testing at VSSC shall be completed as per Clause 6. IV (major milestones) of Annexure to tender.	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	Warranty: 4 years for all hardware components supplied from the date of installation. Software development support for 2 years from the date of installation of the system	Yes / No / Explain	
8	Performance Bank Guarantee (PBG) Bank Guarantee @ 3% of Order Value valid till the completion of warranty period plus 2 months claim period to be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In the event of non-performance of warranty obligations, PBG will be forfeited).	Yes / No / Explain	

9	Payment Term: 100% within 30 days of successful installation, commissioning, testing and acceptance of the system at VSSC.	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	Please comply the clause: Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA. Please submit the signed declaration in your letter head stating that : "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	
13	Offer Validity	Yes / No / Explain	
14	Force Majeure: In case completion of job is delayed by any circumstances such as acts of god, sabotages, civil commotion, riots, insurrections, revolution, blockades, earthquakes, fire, floods, lightening, storms, or other natural events over which we do not have control, 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.	Yes / No / Explain	

15	<p>Arbitration Clause: 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 Arbitrator(s) appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation (Amendment) Act of 2015. 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.</p>	Yes / No / Explain	
16	Any other terms	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Data acquisition system - 600 channel DAS	1.00 Lot		-		

**Common charges (Applicable for all items)**

<b>Freight charge</b>	
<b>P&amp;F Charges</b>	