

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

Tender for Electron Probe Micro Analyzer (EPMA) with Accessories

Bids to be submitted online

**Tender No.: VSSC/PURCHASE UNIT V (MME PURCHASE)/VS202400391201 dated
30-12-2024**

A. Tender Details

Tender No :	VSSC/PURCHASE UNIT V (MME PURCHASE)/VS202400391201
Tender Date :	30-12-2024
Tender Classification:	GOODS
Purchase Entity :	PURCHASE UNIT V (MME PURCHASE)
Centre :	VIKRAM SARABHAI SPACE CENTRE (VSSC)

Electron Probe Micro Analyzer (EPMA) with Accessories

This is a TWO PART tender i.e. Techno Commercial (Part I) and Price Bid (Part II). Hence all technical & Commercial details shall be furnished in the Techno Commercial Bid while price shall be indicated only in the Price Bid. Uploading price details anywhere else other than price bid shall lead to unconditional rejection of the tender. Please make note of the same.

The offer shall be submitted in Two Part basis. Acceptance and responses to the technical and commercial terms specified shall be submitted in the first part and price details including offers for maintenance contract and cost of spares shall be submitted in the second part. No cost details including cost of AMC and spares shall be included in the Techno- Commercial offer. Offers not meeting the above condition will be summarily rejected.

Technical and commercial compliance matrix provided along with the tender shall be completely filled with adequate explanation and submitted along with offer. Offers having Yes or incomplete answers will be rejected.

Price should be firm and fixed.

Only online tenders will be accepted. No manual/ Postal/e mail/Fax offers will be entertained. No manual tender document will be issued.

- 1.GST No. Our Goods & Service Tax (GST) Registration No.32AAAGV0026J1ZL.
- 2.GSTIN, Rate & HSN Code: Vendors registered under GST shall mention their GSTIN, applicable rate and HSN code wherever necessary as per GST Law.
- 3.Preferred Delivery: NOT APPLICABLE.
- 4.Customs Duty: We are partially exempted from payment of Customs Duty vide Notification No 50-2017 SI No539A CUSTOMS DTD 30-06-2017.
- 5.Free Issue Material (FIM):FIM shall be issued to vendors against submission of Bank Guarantee from Scheduled Bank equivalent to the value of FIM. Your offer shall contain acceptance in this regard.

All Risk Insurance Policy in lieu of Bank Guarantee towards Free Issue Material shall be accepted from those private fabricators and Indemnity Bond from Government Organizations / PSUs / Autonomous Bodies; who are reliable, reputed, having proven track record and rich heritage etc. as per the evaluation made by VSSC and that no loading of cost will be made in respect of them and that the comparison of offers will be devoid of this. - NOT APPLICABLE.

6.Guarantee & replacement: Our requirement of Guarantee is 5 years from the date of Installation, Commissioning and acceptance at our site.

7.Performance Bank Guarantee (PBG): PBG @ 3% of order value to be submitted in the form of Bank Guarantee from a Scheduled Bank, valid till successful completion of all contractual obligations, including the warranty period, in case PO/Contract is awarded

8.Security Deposit: SD will be applicable if the Purchase Order value is above Rs.5 lakhs. SD @ 3% of order value to be submitted in the form of Bank Guarantee from a Scheduled Bank, valid till successful completion of PO / Contract, if awarded.

9.Consolidated SD cum PBG: If both SD and PBG are applicable, a Consolidated SD cum PBG for 3% order value can be submitted in the form of Bank Guarantee from a Scheduled Bank, valid till successful completion of all contractual obligations, including the warranty period.

10.Liquidated Damages Clause: The delivery period should be realistic. The delivery period so quoted and mentioned in the order is the essence of the PO/Contract. In case of delay in delivery of material as per the delivery schedule, LD @ 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 & commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.

11.LD, PBG& SD clauses are mandatory and offer without acceptance of these clauses will not be considered for evaluation.

12.Delivery terms : Our standard delivery term is FOR, VSSC Trivandrum. In case any vendors offer delivery term of Ex-Works, Packing & Forwarding charges, if any, should be indicated separately either as a percentage of the quoted rate or as a lumpsum amount.

13.Payment terms:Our standard payment term is 100 per cent within 30 days of receipt and acceptance of Stores at our site for indigenous orders and Sight Draft or Wire Transfer or Irrevocable LC (without confirmation) for foreign orders. The Bank charges shall be to respective Accounts.

14.All registered MSME vendors are requested to provide their Registration and Ownership details.

15.Vendors may please note that MSMEs are not exempted from the submission of Security Deposit.

16.Vendors shall provide the name, address, email ID and contact number of authorized official in order to contact in case of need.

17.PO will be placed on technically and commercially suitable lowest offer basis and VSSC reserves the right to split the order on L1 basis.

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

19.Tenders are not transferrable and in case any vendor is not interested or able to submit their tenders, such vendors may send their regret letter.

20.VSSC has the right to cancel the tender without assigning any reason etc.

21.(a)We are partially exempted from payment of GST and eligible for paying GST @5% vide Ministry

of Finance Dept. of Revenue Notification No.01/2017 Central Tax (Rate) dtd.25.01.2018, as amended by Notification Nos. 06/2018 and 24/2018,GST rate for the goods at SI.No.243B . Necessary GST Exemption Certificate enclosed.

(b) We are partially exempted for payment of IGST and eligible for paying IGST @5% vide Ministry of Finance, Dept. of Revenue Notification No.1/2017 Integrated Tax (Rate), Schedule-I; SI.No.243B Dated 28/06/2017 as amended by Notification No. 25/2018 Integrated Tax (Rate) Dated 31/12/2018. Necessary . IGST /GST CONCESSIONAL CERTIFICATE SHALL BE PROVIDED ALONGWITH PURCHASE ORDER.

22.Wherein PFMS Number is not available, please provide IFSC Code, Bank Details etc, and upload Copy of Personalized cheque leaf in the name of the Purchase Vendor or NEFT Mandate form duly endorsed by the Bank of the Vendor

23.Copy of latest filed tax returns

24.Details of registration Number, PAN Card, GST, TIN, NSIC, MSME registration etc.

25.The address of registered site works / workshop / etc.

26.This is a Two-Part tender i.e. Techno-Commercial (Part-I) and Price Bid (Part-II). Hence all technical & commercial details shall be furnished in the Technical Bid while price shall be indicated only in the Price Bid.

27.This being a two part tender, Technical & Commercial Part and Price Part separately, the tenderers should not attach any documents containing Pricing information along with Technical & Commercial Bid. We do not open PART-II (Price Bid), if PART-I (Technical & commercial Offer) does not meet with our technical specification requirements.

28.Our Tender Enquiry contains technical requirements and specification. The detailed technical specification of your offer should be covered in the technical part which is to be uploaded in Supporting Documents from Vendor. The Technical documents need to be attached online as a single PDF file without any price information. Technical bid containing Price details will be treated as unresponsive offers and rejected.

29.The prices are to be mentioned only in the price Bid form attached. Any price split up regarding the item, sub-systems or other commercial conditions shall be attached as a separate document in the price bid form. The vendors have 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.

30.The Technical Specification / Drawing / Product Catalogues / Works carried by vendor / Make offered etc. as a single PDF file without any financial details has to be uploaded online mode in the technical part by the vendor [i.e. Supporting Documents . This being TWO PART TENDER the PDF document uploaded should not contain any pricing details. If the attached PDF contains any pricing detail the offer will be treated as unresponsive and will be summarily rejected.

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

CONDITIONS FOR BIDDER FROM A COUNTRY WHICH SHARES LAND BORDERS 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. 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. 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.

A.1 Tender Schedule

Bid Submission Start Date : **30-12-2024 17:15**

Bid Clarification Due Date : **28-01-2025 14:00**

Bid Submission Due Date : **30-01-2025 14:00**

Bid Opening Date : **30-01-2025 14:01**

Price Bid Opening Date : **27-02-2025 14:00**

B. Tender Attachments

NA

Instructions To Vendors

1. 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.

2. FORM NO. 20

1. Form No. DOS:PM:20

INSTRUCTIONS TO TENDERERS

1. Late tenders and delayed tenders will not be considered.

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

3. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

4. a) Your quotation should be valid for 90 days from the date of opening of the tender.

b) 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 sets of units must be furnished.

5. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.

6. (a) All available technical literature, catalogues and other data in support of the specifications and

details of the items should be furnished along with the offer.

(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of nonacceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

(d) Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should 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 quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

7. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.

8. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

9. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.

10. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.

11. The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

(a) The term "Purchaser" shall mean the President of India or his successors or assigns.

(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, representative, heirs, executors and administrators unless excluded by the Contract.

(c) The term "Stores" shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.

(d) 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 or plant, machinery or equipment or part thereof.

2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation 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 variation/s.

3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. 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 terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. 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 found to have developed under proper use, arising from faulty stores 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 part thereof are faulty.

(c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal 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 defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

(f) To fulfil guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) 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 the 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 in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the "asked for" guarantee period plus two months.

5. PACKING FORWARDING & INSURANCE:

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 of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. DESPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the despatch documents.

8. ACCEPTANCE OF STORES:

(a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.

(b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

(c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. DELIVERY:

(a) 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 on or before the specified dates.

(b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or

during which the delivery of such store may be in arrears subject to a minimum of 10%, or (ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

12. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

13. PAYMENT:

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

14. MODE OF PAYMENT:

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

15. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the

balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

16. 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 Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

17. ARBITRATION:

In the event of any question, dispute or difference arising under these conditions or any conditions 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 referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit

(i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or

(ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator. If the arbitrator be a person appointed by the Head of the Purchase Office In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the

Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

18. COUNTER TERMS AND CONDITION 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.

19. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

3. FORM NO. 22 [FOREIGN]

1. Form No. DOS:PM:22

PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER

I. INSTRUCTIONS TO TENDERERS

1. A Proforma Invoice may also be given which should contain the following information:

- a) The FOB/FCA value, the C & F value for import by Sea freight / Air freight up to and for air parcel post up to should be separately indicated.
- b) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.
- c) The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.
- d) The earliest delivery period and country of origin of the Stores.
- e) Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.
- f) The approximate net and gross weight and dimensions of packages / cases.
- g) Recommended spares for satisfactory operation for a minimum period of one year.
- h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.

3. The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
4. The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
5. Samples, if called for, should be sent free of all charges.
6. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.
7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
8. The details of Import Licence will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
10. Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only.
11. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
12. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
13. a) Part shipment is not allowed unless specifically agreed to by us.
b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us.
14. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.
15. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.
16. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

II. TERMS AND CONDITIONS

1. DEFINITIONS:

- (a) The term Purchaser shall mean the President of India or his successors or assignees.
- (b) The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- (c) The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.
- (d) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

2. PRICES:

Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

3. TERMS OF PAYMENT:

3.1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

3.2 The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned 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 herein below

4. IMPORTANT LICENCE:

Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide para 3.2

5. DEMURRAGE:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.

6. ADDRESS OF INDIAN AGENTS:

7. GUARANTEED TIME DELIVERY:

The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

8. INSPECTION AND ACCEPTANCE TEST:

8.1 The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

8.2 For tests on the premises of the Contractor or of any of his 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.

9. MODE OF DESPATCH:

Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.

10. PORT OF ENTRY:

Thiruvananthapuram/Chennai/Mumbai/Hyderabad/Bangalore/

11. CONSIGNEE:

Purchase & Stores Officer, Stores, _____,

12. SHIPPING MARKS.

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

PURCHASE ORDER NO. DATED

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

..... (name of the Centre/Unit)

Destination: &

Port of Entry:

13. INSURANCE OF THE STORES:

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

14. CONTRACTOR'S DEFAULT LIABILITY:

14.1 The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.

b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

15. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of stores.

15.1 If this Contract is terminated as provided in Clause 14 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

a) Any completed stores.

b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

15.2 In the event the Purchaser does not terminate the Contract as provided in Clause 14, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause 19 until the stores are accepted.

16. REPLACEMENT:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17. REJECTION :

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either

a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or

b) terminate the Contract for default as provided under clause 14 above, or

c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

18. EXTENSION OF TIME:

If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

19. DELAY IN COMPLETION / LIQUIDATED DAMAGES:

If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

20. GUARANTEE & REPLACEMENT:

- a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.
- b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any parts thereof are faulty.
- c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals shall be made by the Contractor free of all costs to the purchaser provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.
- f) To 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.

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.

22. PACKING:

- a) The Contractor wherever applicable shall pack and crate all stores for sea / air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.
- b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.
- c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as

well as the expected date of arrival of such shipment at the designated port of arrival.

d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.

e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.

f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments:

a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)

b) Invoice (3 copies)

c) Packing List (3 copies)

d) Test Certificate (3 copies)

e) Certificate of Origin.

The Contractor shall also ensure that one copy of the packing list is enclosed in each case.

23. ARBITRATION:

If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

24. LANGUAGE AND MEASURES:

All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract.

25. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any patent, copyright or trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

26. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.

27. SECURITY INTEREST:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a

security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

28. BANK CHARGES:

While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

29. TRAINING:

The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel from India and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores, number of such personnel to be mutually agreed upon.

30. APPLICABLE LAW:

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

4. Model Certificates for Bidder from a country which shares land border with India

i. Model Certificate for Tenders (For Transitional Cases)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.

ii. 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.

iii. Model Certificates for Tenders for Work involving possibility of sub-contracting

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contracting from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contract from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

C. Bid Templates

C.1 Technical Bid - Electron Probe Micro Analyzer (EPMA) with Accessories

1. Electron Probe Micro Analyzer (EPMA) with Accessories: Technical specifications as per annexure.

Item specifications for Electron Probe Micro Analyzer (EPMA) with Accessories: Technical specifications as per annexure.

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Introduction and scope	The proposed equipment is a state-of-the art fully automated, computer-controlled, Brand-New Electron Probe Micro Analyzer (EPMA) for high speed, high precision, multi elemental quantitative analysis of all the elements ranging from Be to U. The system should be capable of analysing various metals/alloys and composite materials for precise major and trace element analysis. It should also be capable for high resolution imaging and accommodating large/multiple specimens for carrying out failure analysis investigations. The equipment should be flexible enough to accommodate the futuristic developments in relevant field as well as other additional features, not included in the present specification, as future upgrades.	Yes / No / Explain		

2	Electron source	The electron source should be field emission gun (FEG) assembly with Schottky thermal field emitter source.	Yes / No / Explain		
3	WDS Detectors for Elemental Microanalysis (A)	A)Minimum Five Wavelength Dispersive Spectrometers (WDS) with appropriate crystals to cover entire range of elements from Beryllium (Be) to Uranium (U) should be provided with the instrument.	Yes / No / Explain		
4	WDS Detectors for Elemental Microanalysis (B)	B)Each WDS should consist of minimum two crystals. Minimum 10 crystals should be provided with the configuration designed for high sensitivity, high precision and high wavelength resolution for light elements mainly Be, B, C, N, O and S, P (Detailed catalogue or application notes should be submitted mentioning the crystal details)	Yes / No / Explain		
5	WDS Detectors for Elemental Microanalysis (C)	C)The crystals should be best effective for analysing the trace concentrations with detection limits for elements down to 100 ppm for light elements mainly Be, B, C, N, O and S, P.	Yes / No / Explain		
6	WDS Detectors for Elemental Microanalysis (D)	D)All 10 crystals supplied with the instrument should be latest crystals available with supplier for high sensitivity, high precision and high wavelength resolution.	Yes / No / Explain		

7	WDS Detectors for Elemental Microanalysis (E)	E)The WDS spectrometers should be capable of qualitative analysis, quantitative analysis, mapping/line analysis and Chemical state analysis.	Yes / No / Explain		
8	WDS Detectors for Elemental Microanalysis (F)	F)Should be capable of Quantitative elemental mapping to obtain quantitative values from map	Yes / No / Explain		
9	WDS Detectors for Elemental Microanalysis (G)	G)Quantitative analysis matrix correction: ZAF correction method (metals/oxides), Calibration curve method.	Yes / No / Explain		
10	WDS Detectors for Elemental Microanalysis (H)	H)Should have feature of automatic image drift correction/ Image tracking feature	Yes / No / Explain		
11	WDS Detectors for Elemental Microanalysis (I)	I)Software should be capable of performing data acquisition, storing and transfer in common windows-based application format.	Yes / No / Explain		
12	WDS Detectors for Elemental Microanalysis (J)	J)The software supplied should be of latest version with permission for using all the features of software.	Yes / No / Explain		
13	WDS Detectors for Elemental Microanalysis (K)	K)All the database required for analysis and possible to be used with the supplied software should be provided.	Yes / No / Explain		
14	WDS Detectors for Elemental Microanalysis (L)	L)Backup software must be provided in optical media.	Yes / No / Explain		
15	WDS Detectors for Elemental Microanalysis (M)	M)Any further version of the software and updates must be provided free of cost for 5 years from the date of installation.	Yes / No / Explain		

16	WDS Detectors for Elemental Microanalysis (N)	N)Software support to be provided even after free 5-year updates.	Yes / No / Explain		
17	EDS Detector for Elemental Microanalysis (A)	A)Minimum one Energy Dispersive Spectrometer (EDS) should be provided with the instrument.	Yes / No / Explain		
18	EDS Detector for Elemental Microanalysis (B)	B)EDS should be LN2 free SDD detector with minimum 60 mm ² detector sensor area.	Yes / No / Explain		
19	EDS Detector for Elemental Microanalysis (C)	C)The detector should be capable of detecting elements from beryllium (Be) to Uranium (U).	Yes / No / Explain		
20	EDS Detector for Elemental Microanalysis (D)	D)EDS should be capable of qualitative & quantitative elemental analysis, line scanning, 2D elemental or dot-mapping (area) and multi-point analysis.	Yes / No / Explain		
21	EDS Detector for Elemental Microanalysis (E)	E)Supplied EDS server & analysis software should be capable of performing data acquisition, storing and transfer in common windows-based application format.	Yes / No / Explain		
22	EDS Detector for Elemental Microanalysis (F)	F)The software supplied should be of latest version with permission for using all the features of software.	Yes / No / Explain		
23	EDS Detector for Elemental Microanalysis (G)	G)Backup software must be provided in optical media.	Yes / No / Explain		
24	EDS Detector for Elemental Microanalysis (H)	H)Any further version of the software and updates must be provided free of cost for 5 years from the date of installation.	Yes / No / Explain		
25	EDS Detector for Elemental Microanalysis (I)	I)Software support to be provided even after free 5-year updates.	Yes / No / Explain		

26	Secondary electron image resolution:	3nm or better	Yes / No / Explain		
27	Accelerating Voltage range:	1kV - 30 kV	Yes / No / Explain		
28	Probe current range:	0.2nA to 3µA	Yes / No / Explain		
29	Probe current stability:	± 0.3% / h	Yes / No / Explain		
30	Magnification:	40x - 3,00,000 X or better	Yes / No / Explain		
31	Image resolution with pixel size:	5120 x 3840 (minimum)	Yes / No / Explain		
32	Sample stage:	System should have minimum three axes stage, movable in X, Y, Z direction and Rotation feature.	Yes / No / Explain		
33	Sample stage movement:	a)X= 90 mm or larger, b)Y= 90 mm or larger, c)Z= 7 mm or larger	Yes / No / Explain		
34	Sample dimension:	Machine should be capable of analysing sample with dimension 100 mm x 100 mm x 50 mm (L x B x H) or wider	Yes / No / Explain		
35	Specimen holders:	Minimum 8 different types of specimen holders to be provided for loading of variety of samples.	Yes / No / Explain		
36	Imaging Detectors:	a) Secondary electron (SE) detector b) Back-scattered electron (BSE) detector c) Provision to install any new detector in future to be provided in the equipment.	Yes / No / Explain		
37	Additional active Vibration protection system:	Additional active, automatic, highly reliable and maintenance free, piezo-electric vibration cancellation system/platform should be provided.	Yes / No / Explain		

38	Calibration standards:	<p>a) Certified standards for calibration of magnifications and resolution must be provided.</p> <p>b) Multielement metal/alloy calibration standards (minimum 18 standards) for WDS and EDS calibration must be provided.</p>	Yes / No / Explain		
39	Load-lock mechanism/automatic specimen exchange system:	For quick exchange of specimens, the load-lock mechanism/automatic specimen exchange system should be provided.	Yes / No / Explain		
40	System control:	<p>The system controller should be supplied with fully licensed system control software with latest hardware. Suitable factory integrated latest high-end computer work stations with latest new generation processor, Microsoft Windows 11 Pro, 64-bit operating system (Latest configuration) and latest MS office Pro, minimum 16 TB HDD for data storage, minimum 64 GB RAM, CD/DVD Writer and 32-Inch 4K-HDR monitors with height adjustment facility. High resolution colour printer: HP Color LaserJet Pro MFP M479fdw or better model with automatic duplex printing facility. All supplied software should have Perpetual license.</p>	Yes / No / Explain		

41	Software (a)	a)The instrument should consist of latest, standard and user friendly, software for the control, acquisition, image and analysis processing and data analysis.	Yes / No / Explain		
42	Software (b)	b)The software supplied should be of latest version with permission for using all the features of software.	Yes / No / Explain		
43	Software (c)	c)Backup software must be provided on optical media.	Yes / No / Explain		
44	Software (d)	d)Capable of Controlling detectors and other accessories through software	Yes / No / Explain		

45	Software (e)	e)One no. of additional High end computer workstation should be provided for offline analysis with following specifications: Intel Core i9 Processor, 64GB DDR5, 4 TB HDD, Second storage drive: 4TB HDD, C4 SSD Boot + SSD, Raid 1 for M.2NVMeSSD, Windows 11 Pro Operating system, recovery USB, Intel integrated graphics: Nvidia T1000 8GB, 4 mDP to DP adapter, 8x DVD+/-RW with optical driver, CyberLink Media Essentials for Windows 11, Latest Microsoft Office Professional, 32-Inch 4K-HDR monitor with height adjustment facility. Latest Adobe Acrobat Professional, Latest Adobe Photoshop Elements & Premier Elements Bundle. All supplied software should have perpetual license.	Yes / No / Explain		
46	Software (f)	f)Additional 1 no. of analysis software for offline analysis.	Yes / No / Explain		
47	Software (g)	g)Any further version of the softwares and updates must be provided free of cost for 5 years from the date of installation. Upgrade should be provided for all the systems (main on-line system and offline analysis system).	Yes / No / Explain		
48	Software (h)	h)Software support to be provided even after free 5-year updates.	Yes / No / Explain		

49	Software (i)	i)All supplied software should have perpetual licence.	Yes / No / Explain		
50	Mandatory Accessories:	For smooth functioning of the facility, mandatory accessories such as (but not limited to) should be supplied along with the equipment:	Yes / No / Explain		
51	Mandatory Accessories (a)	a)Necessary vacuum pumping system with detection gauges	Yes / No / Explain		
52	Mandatory Accessories (b)	b)Water chiller	Yes / No / Explain		
53	Mandatory Accessories (c)	c)Oil free Air Compressor with combination filter	Yes / No / Explain		
54	Mandatory Accessories (d)	d)Spare Field Emission Gun: 1 no.	Yes / No / Explain		
55	Mandatory Accessories (e)	e)Tweezers, stubs, Carbon tape, carbon and silver paste, copper tapes.	Yes / No / Explain		
56	Mandatory Accessories (f)	f)Essential Spares Kit (for the trouble-free operation of equipment for a period of 5 yrs).	Yes / No / Explain		
57	Mandatory Accessories (g)	g)Maintenance tool kits should to be provided.	Yes / No / Explain		
58	Mandatory Accessories (h)	h)All essential gas cylinders with regulators for proper functioning of the machine to be provided by the supplier.	Yes / No / Explain		

59	Optional accessories for Specimen preparation for EPMA:	The following three optional accessories for specimen preparation for EPMA system (a) Ion beam polishing/etching system (b) Vibratory polishing machine (c) Optical microscope for verifying microstructural features before loading the sample inside EPMA system should be quoted separately. The specification of these equipment is given below.	Yes / No / Explain		
60	Ion beam polishing/etching system:	Ion beam polishing/etching system is used to polish the metallographic specimens for high quality specimens for EPMA analysis. The system will consist of Argon Ion milling guns that will eliminate the mechanical stress / deformation which is obtained by conventional polishing. The outcome of this system will be high quality damage less specimen suitable for EPMA analysis. The following are the detailed specifications:	Yes / No / Explain		
61	Ion beam polishing/etching system (a)	a) Ion guns: Argon ion guns.	Yes / No / Explain		
62	Ion beam polishing/etching system (b)	b) Ion beam energy/Ion accelerating voltage: 2kV to 10kV	Yes / No / Explain		
63	Ion beam polishing/etching system (c)	c) Milling rate: 300 microns/hr or better	Yes / No / Explain		

64	Ion beam polishing/etching system (d)	d) Milling capabilities: planer and cross-section. Necessary accessories to be provided for carrying out planer and cross-section milling	Yes / No / Explain		
65	Ion beam polishing/etching system (e)	e) Specimen size: minimum 35mm diameter	Yes / No / Explain		
66	Ion beam polishing/etching system (f)	f) Specimen cooling: Should have the feature of specimen cooling to avoid damage caused by heating. Necessary cooling mechanism/accessories to be provided.	Yes / No / Explain		
67	Ion beam polishing/etching system (g)	g) Monitoring of milling position: optical microscope to be provided for Monitoring of milling position.	Yes / No / Explain		
68	Ion beam polishing/etching system (h)	h) Camera and external monitor for specimen viewing.	Yes / No / Explain		
69	Ion beam polishing/etching system (i)	i) Specimen holders: Multiple specimen holders should be provided for polishing standard, cross-section and irregular samples.	Yes / No / Explain		
70	Ion beam polishing/etching system (j)	j) Necessary gas cylinders with regulators to be provided.	Yes / No / Explain		
71	Ion beam polishing/etching system (k)	k) Power requirements: 230V, 50/60 Hz, Single phase.	Yes / No / Explain		
72	Vibratory polishing machine (a)	a) Vibratory polishing machine should be suitable for obtaining the deformation/stress free surface for EPMA analysis.	Yes / No / Explain		
73	Vibratory polishing machine (b)	b) The machine should oscillate horizontally to maximize the polishing.	Yes / No / Explain		
74	Vibratory polishing machine (c)	c) Specimen should rotate around the polishing cloth.	Yes / No / Explain		

75	Vibratory polishing machine (d)	d) 12 inch diameter polishing bowl : Minimum 3 bowl should be provided	Yes / No / Explain		
76	Vibratory polishing machine (e)	e) Specimen holders with 1 inch, 1.25 inch, 1.5 inch and 2 inch size (3 nos. each) should be provided.	Yes / No / Explain		
77	Vibratory polishing machine (f)	f) Specimen weights and loading fixtures should be provided.	Yes / No / Explain		
78	Vibratory polishing machine (g)	g) 12 inch size cloth (100 nos.).	Yes / No / Explain		
79	Vibratory polishing machine (h)	h) Alumina suspension of different sizes should be provided.	Yes / No / Explain		
80	Vibratory polishing machine (i)	i) Colloidal silica should be provided.	Yes / No / Explain		
81	Vibratory polishing machine (j)	j) Power requirements: 230V, 50/60 Hz, Single phase.	Yes / No / Explain		
82	Optical microscope system	Optical microscope for verifying microstructural features before loading the sample inside EPMA	Yes / No / Explain		
83	Optical microscope system (a)	a) Type of Microscope: Inverted Metallurgical Optical Microscope	Yes / No / Explain		
84	Optical microscope system (b)	b) upto 3000X (minimum) with magnification changer facility.	Yes / No / Explain		
85	Optical microscope system (c)	c) Minimum three magnification changer zoom optics: 1st Magnification changer: Between 1.25X to 1.30X, 2nd Magnification changer: Between 1.5 X to 1.7X, 3rd Magnification changer: Between 2X to 2.5X	Yes / No / Explain		

86	Optical microscope system (d)	d) Minimum four observation modes: Bright field, Dark field, Differential interference contrast (DIC), Polarized light.	Yes / No / Explain		
87	Optical microscope system (e)	e) Observation tube: Binocular or Trinocular tube.	Yes / No / Explain		
88	Optical microscope system (f)	f) Illumination system: Reflected light illumination system with ultra-bright LED light source with standard filters.	Yes / No / Explain		
89	Optical microscope system (g)	g) Revolving Nosepiece: 6 Position coded Nosepiece (For automatic recognition of objective magnification by software).	Yes / No / Explain		
90	Optical microscope system (h)	h) High resolution objective lenses attached to the microscope: 5X, 10X, 20X, 50X, 100X.	Yes / No / Explain		
91	Optical microscope system (i)	i) Additional objective lenses as spares: 1.25X, 2.5X, 150X.	Yes / No / Explain		
92	Optical microscope system (j)	j) Eyepieces: Widefield 10X Eyepiece with eyecup - 2 nos. Field of View: 22mm or higher.	Yes / No / Explain		
93	Optical microscope system (k)	k) Specimen Stage: Stage with X/Y movement: 50 mm x 50 mm (minimum)	Yes / No / Explain		
94	Optical microscope system (l)	l) Metal Stage plates/ inserts: Four different sizes.	Yes / No / Explain		

95	Optical microscope system (m)	m) Camera: High resolution colour single-chip CMOS camera with minimum 12 Megapixels colour CMOS image sensor. Minimum Pixel size of 3.45 μm x 3.45 μm . Imaging sensor size: Minimum 1.1 inch. Minimum effective image resolution: 8000 x 6000 (pixel shifting). It should have global shutter and High Dynamic Range (HDR).	Yes / No / Explain		
96	Optical microscope system (n)	n) Computer workstation for operation with minimum specification of: Intel Core i9 Processor, 32GB DDR4, 8 TB HDD, second storage drive: 4TB HDD, Windows 11 Pro, 32-Inch 4K-HDR monitor with height adjustment facility, Adobe Acrobat Professional, Microsoft Office Professional. All supplied software should have perpetual license.	Yes / No / Explain		
97	Optical microscope system (o)	o) Software for microscope control and image analysis: instrument should consist of latest, standard and user friendly, software for the control, acquisition and image analysis.	Yes / No / Explain		

98	Optical microscope system (p)	p) Image analysis should have facility for measurements, multiphase analysis, Grain size, Inclusion rating, Layer thickness, Extended focus (focussing sample with uneven surfaces), Multiple image stitching (stitching many fields of images to form a single large image).	Yes / No / Explain		
99	Optical microscope system (q)	q) Mandatory condition: Microscope, objective lenses, eyepieces, camera & software should be from same manufacturer.	Yes / No / Explain		
100	Optical microscope system (r)	r) Mains Power Supply requirement: Equipment should work on 230V, 50 Hz Single phase AC.	Yes / No / Explain		
101	General conditions (1)	1) Break-up prices of all items should be provided individually in the price bid.	Yes / No / Explain		
102	General conditions (2)	2) Parties should submit their offers in two parts: Part I - Technical bid only Part II - Price bid All the items quoted in technical bid must be quoted in price bid also. Any item missing in price bid (intentional or unintentional) will disqualify the bidder and no further correspondence will be made with the party.	Yes / No / Explain		
103	General conditions (3)	3) Technical bid with price details will be rejected.	Yes / No / Explain		

104	General conditions (4)	4) Indian agents submitting the quotation on behalf of foreign suppliers must submit the authorization letter to submit the quotation, techno-commercial negotiation, after sales service, maintenance and repair.	Yes / No / Explain		
105	General conditions (5)	5) Any item not explicitly mentioned in the specification but which may be required for demonstration of specification and smooth functioning of the equipment shall be within the scope of supply.	Yes / No / Explain		
106	General conditions (6)	6) All the accessories required for the installation and operation of the equipment should be arranged by the supplier of the equipment.	Yes / No / Explain		
107	General conditions (7)	7) Responsibility of installation and maintenance of system, all the detectors and accessories lie with the supplier.	Yes / No / Explain		
108	General conditions (8)	8) The vender must supply accessories, spares and consumables for a minimum operating period of 5 years.	Yes / No / Explain		
109	General conditions (9)	9) The supplier shall install and commission the equipment in our laboratory and demonstrate the performance of the equipment.	Yes / No / Explain		

110	General conditions (10)	10) Pre-installation requirements such as tolerable limits of EM field and mechanical vibration etc, should be clearly indicated in technical Bid and to be surveyed by the supplier at the installation site before 90 days of delivery of the equipment.	Yes / No / Explain		
111	General conditions (11)	11) Necessary environmental requirements like temperature, humidity etc essential for trouble free operation of the system should be specified clearly.	Yes / No / Explain		
112	General conditions (12)	12) The supplier should submit technical brochures and proper application notes for adequately explaining and confirming the availability of features in the quoted model of equipment.	Yes / No / Explain		
113	General conditions (13)	13) The Indian agents should also have service facilities in India and should have factory trained and qualified engineers to attend on call within 48 hours.	Yes / No / Explain		

114	General conditions (14)	14) Training: In-depth training shall be provided for the operation of complete system including at VSSC. The training period should be for a minimum of 10 working days after the date of installation, commissioning and acceptance by VSSC. Training to be provided in batches as per mutual agreement.	Yes / No / Explain		
115	General conditions (15)	15) Application training: To be provided by well-trained application specialist for metallurgical applications, in addition to the training mentioned above. The training should be minimum of 15 working days. Training to be provided in batches as per mutual agreement.	Yes / No / Explain		
116	General conditions (16)	16) The vendor should provide a user list of similar model supplied.	Yes / No / Explain		
117	General conditions (17)	17) Party should not quote an obsolete model. An Undertaking should be provided by the party that the quoted model is the latest in technology. The quoted equipment and all the accessories should be latest and brand-new equipments.	Yes / No / Explain		

118	General conditions (18)	18) Delivery period: Delivery of the equipment at VSSC should be clearly mentioned in the offer. Time required for Installation after the receipt of the item at user division and intimation from user for installation should be clearly mentioned. The time required for installation will be included in the delivery period and non-compliance of meeting the delivery schedule will invite the LD penalty.	Yes / No / Explain		
119	General conditions (19)	19) Pre-Delivery Inspection: Pre delivery inspection shall be carried out by two VSSC personnel at your site. Inspection will be carried out for minimum three days duration to verify all the major specifications of the equipment and analysis of minimum 3 specimens before the clearance of dispatch to VSSC.	Yes / No / Explain		
120	General conditions (20)	20) The performance of the machine with specimens also to be demonstrated at VSSC after the installation. Analysis of minimum 5 different types of specimen to be demonstrated before the acceptance.	Yes / No / Explain		

121	General conditions (21)	21) Warranty: Complete system (including all the systems, subsystems, and accessories) should be covered for 5 years comprehensive warranty from the date of installation, commissioning and acceptance by VSSC. Party should replace the spares free of cost to maintain the system operational. Party should make 10 preventive maintenance visits (with interval of six months) and any nos. of breakdown visits during the warranty period of 5 years. Service response time must be within 48 hours.	Yes / No / Explain		
122	General conditions (22)	22) During warranty period, spares taken from our stock, if any, should be replaced by the party free of cost.	Yes / No / Explain		
123	General conditions (23)	23) The party should undertake non comprehensive AMC after the completion of warranty period. AMC charges to be quoted year-wise separately for 5 yrs after the warranty period. Party should make 2 preventive maintenance visits (with interval of six months) and 1 no. of breakdown visit per year during the AMC period. Service response time must be within 48 hours. Price list of essential spares which may require during AMC period to be provided in AMC price bid. The price list should be valid for 5 years AMC period.	Yes / No / Explain		

124	General conditions (24)	24) Operation/ maintenance manual should be provided.	Yes / No / Explain		
125	General conditions (25)	25) An undertaking that the vendor will supply all the spares and services for the equipment for at least 12 years from the date of final acceptance or for at least 8 years after the model has been discontinued whichever is later should be provided.	Yes / No / Explain		
126	General conditions (26)	26) Party has to inform about the requirement of space required for installation of equipment.	Yes / No / Explain		
127	General conditions (27)	27) Optional accessories / attachments: Any additional accessories / attachments which are not mentioned in the specification can be quoted separately.	Yes / No / Explain		

128	General conditions (28)	<p>28) Detailed compliance matrix of our specifications and supplier specifications item by item should be given in this format. It has to be filled and provided along with the quotation. All the columns in the compliance matrix should be filled with supplier specifications. Incomplete compliance statements will disqualify the offer and no further consideration will be given at a later time. Wherever, numerical values of specification are required, they should be explicitly mentioned. To substantiate the information provided in the compliance matrix, the party should submit technical brochures, catalogues for all the subsystems proposed (including bought out items, if any) with full features and capabilities.</p>	Yes / No / Explain		
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Document : Technical specification EPMA

Supporting Documents required from Vendor

- 1. Sealed price bid (cost break-up of all items-basic equipment, essential & optional accessories, AMC: Spares, Extended warranty etc. (Price Bid related). (Price Bid Related)**
- 2. Technical Bid including MASKED price break-up; Product information sheet, compliance chart, List of existing customers etc. as mentioned in the specification.**
- 3. Technical brochure**

4. COMPLIANCE STATEMENT

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	<p>Taxes and other costs, if any . GST : (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)</p>	Yes / No / Explain	
2	<p>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 Indentity Bond in lieu of BG. In the event of non-performance of contractual obligations, SD will be forfeited. The percentage reconsideration shall be based on guidelines issued by Govt. of India ,from time to time)</p>	Yes / No / Explain	
3	<p>Payment Term: (Our Defalut payment term: For indigenou orders: 100% within 30 days after receipt and acceptance of item at our site.)</p>	Yes / No / Explain	

4	Warranty: Complete system (including all the systems, subsystems, and accessories) should be covered for 5 years comprehensive warranty from the date of installation, commissioning and acceptance by VSSC.	Yes / No / Explain	
5	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. The percentage reconsideration shall be based on guidelines issued by Govt. of India (from time to time).	Yes / No / Explain	
6	Delivery Terms : FOR VSSC	Yes / No / Explain	
7	Delivery Period : Supply : Installation :	Yes / No / Explain	
8	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	
9	Quote Validity : Minimum 120 days from the date of Tender opening.	Yes / No / Explain	
10	This is a TWO PART tender i.e. Techno Commercial (Part I) and Price Bid (Part II). Hence all technical & Commercial details shall be furnished in the Techno Commercial Bid while price shall be indicated only in the Price Bid. Uploading price details anywhere else other than price bid shall lead to unconditional rejection of the tender. Please make note of the same.	Yes / No / Explain	

11	The offer shall be submitted in Two Part basis. Acceptance and responses to the technical and commercial terms specified shall be submitted in the first part and price details including offers for maintenance contract and cost of spares shall be submitted in the second part. No cost details including cost of AMC and spares shall be included in the Techno-Commercial offer. Offers not meeting the above condition will be summarily rejected.	Yes / No / Explain	
12	Technical and commercial compliance matrix provided along with the tender shall be completely filled with adequate explanation and submitted along with offer. Offers having Yes or incomplete answers will be rejected.	Yes / No / Explain	
13	Price should be firm and fixed.	Yes / No / Explain	
14	Only online tenders will be accepted. No manual/ Postal/e mail/Fax offers will be entertained. No manual tender document will be issued.	Yes / No / Explain	
15	You should undertake non comprehensive AMC after the completion of warranty period. AMC charges to be quoted year-wise separately for 5 yrs after the warranty period.	Yes / No / Explain	
16	PO Ordering Address with Name and Contact Details of Sales Person concerned (e-mail and phone number).	Yes / No / Explain	
17	Any Other Terms	Yes / No / Explain	
18	If a vendor is not able to submit bid against this tender due to any reason, such vendor is requested to post their REGRET message in the eprocurement portal with clear reasons or email to spso_mme_pur@vssc.gov.in. Non-submission of bids without regrets will be viewed seriously	Yes / No / Explain	
19	Training: In-depth training shall be provided for the operation of complete system including at VSSC. The training period should be for a minimum of 10 working days after the date of installation, commissioning and acceptance by VSSC.	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Packing & Forwarding Charges	Freight @ Price	Remark
1	Electron Probe Micro Analyzer (EPMA) with Accessories: Technical specifications as per annexure.	1.00 Nos.		-				

Common charges (Applicable for all items)

AMC Charges for 1st Year after warranty period	
AMC Charges for 2nd Year after warranty period	
AMC Charges for 3rd Year after warranty period	
Any Other Charges (Amount)	
Installation Charges	
Optional Spares Cost (lumpsum)	
Training Charges	
AMC Charges for 4th Year after warranty period	
AMC Charges for 5th Year after warranty period	
Essential Spares Cost (lumpsum)	
Extended Warranty Charges, if applicable.	