

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

Tender for Software Upgradation of Automated Loading System

Bids to be submitted online

**Tender No.: VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202500132001 dated
27-03-2025**

A. Tender Details

Tender No : **VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202500132001**

Tender Date : **27-03-2025**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT I (MAIN PURCHASE)**

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

Software Upgradation of Automated Loading System

PLEASE NOTE THE FOLLOWING WHILE SUBMITTING YOUR OFFER:-

- 1) Last minute clarification on tenders will not be entertained.
- 2) This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted. Offer shall be submitted through our E-procurement portal.
- 3) Before submission of bid, the bidder should study all the terms and conditions mentioned in the tender document along with the files attached with the tender.
- 4) MSME preference is applicable only against the claim of a manufacturer and on production of documentary evidence by the manufacturer for the registration for the particular item under MSME.
- 5) For any clarifications regarding this tender, your query should be sent to pso2_main_pur@vssc.gov.in Ph: 0471 2563523 clearly mentioning the tender number, within the time period specified in the tender.
- 6) Read the clauses regarding Make In India-Purchase Preference Policy, which is mentioned in the Tender Documents. Give the necessary compliance in the relevant field in the Vendor Specified Terms.
- 11) The percentage of local content should be specifically mentioned in your offer as per the Make In India Local Content declaration format, as provided in the tender document.
- 12) Currency of quoting: This is a domestic tender and the currency of the bid should be in Indian Rupee(INR) only.
- 13) Quotations directly from foreign OEM/ or from agents quoting on behalf of foreign OEMs are not allowed to participate in this tender.

A.1 Tender Schedule

Bid Submission Start Date : **27-03-2025 15:07**

Bid Clarification Due Date : **27-03-2025 16:00**

Bid Submission Due Date : **15-04-2025 14:00**

Bid Opening Date : **15-04-2025 14:30**

Price Bid Opening Date : **22-04-2025 14:00**

B. Tender Attachments

Technical Write-up/Drawings

Document : Annexure-1 (Detailed Scope of work)

Instructions To Vendors

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 i.e., 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. Mandatory Declaration to be attached by bidders regarding restrictions on procurement from the bidder of a country which shares a land border with India.

1. (In the Letter Head of the Bidder) - The below matter may be submitted in your letter Head

2. As per the provision of Office Memorandum N0. F.N0. 6/18/2019- PPD dtd. 23.07.2020 (i.e., Rule

No. 144 (xi) of GFR) and its Amendments dtd 23.02.2023, issued by Department of Expenditure, Ministry of Finance. I hereby declare and certify the following.

3. (1)I have read the clause regarding restrictions on procurement from the bidder of a country which shares a land border with India.

4. (2)I certify that this bidder is not from such a country or, if from such a country. I have registered with the Department for Promotion of Industry and Internal Trade.

Bidder from a country which shares a land border with India for the purpose of the Order means:

(2.1)An entity incorporated, established or registered in such a country; or

(2.2)A subsidiary of an entity incorporated established or registered in such a country; or

(2.3)An entity substantially controlled through entities incorporated established or registered in such a country; or

(2.4)An entity whose beneficial owner is situated in such a country; or

(2.5)An Indian (or other) agent of such an entity; or

(2.6)A natural person who is a citizen of such a country; or

(2.7)A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

5. (3)I hereby certify that I am not an agent as defined in the order who procures and supplies finished goods from an entity from a country which shares a land border with India, regardless of the nature of legal or commercial relationship with the producer of the goods.

6. (4)I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

7. Date:

8. (Authorised Signatory)

(Seal)

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

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.

5. PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER (IG)

1. (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.

2. (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.

3. 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. (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.

4. 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.

5. a) Your offer 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.

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. 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.

8. **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 any other period or as to

whether the nature of defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

(f) To fulfill guarantee conditions outlined in (a) to (e) above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser)

9. **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.

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

11. **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.

12. **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.

13. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be mentioned in the price bid template. If nothing is mentioned, then it will be presumed that the rate quoted is inclusive of all taxes/duties.

14. **SECURITY DEPOSIT:** Wherever, the Purchase Order value is Rs. 5.00 Lakhs or more, 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 regarding Delivery. (b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

15. TERMS & CONDITIONS OF TENDER

16. TEST CERTIFICATE: Wherever required, test certificates should be sent along with the despatch documents.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. The term Purchaser shall mean the President of India or his successors or assigns.

23. 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.

C. Bid Templates

C.1 Technical Bid - Software Upgradation of Automated Loading System

1. Software Upgradation / Updation, Patches etc. Upgradation of the Automated MultiPoint Loading System (AMLS) software as per the attached anneure-1.

Item specifications for Software Upgradation / Updation, Patches etc. Upgradation of the Automated MultiPoint Loading System (AMLS) software as per the attached anneure-1.

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Detailed scope	As per annexure-1	Yes / No / Explain		

Supporting Documents required from Vendor

1. Detailed technical offer as per annexure-1

2. Quote in the prescribed format in annexure-1 (Price Bid Related)

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Taxes and other costs,	Yes / No / Explain	
2	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	
3	Delivery Terms: Our normal delivery term is FOR VSSC TVPM for indigenous cases	Yes / No / Explain	
4	Delivery Period: Kindly specify the date with in which the item can be delivered beyond which LD clause will be applicable	Yes / No / Explain	
5	Liquidated Damages (LD)(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	
6	Warranty (please specify)	Yes / No / Explain	
7	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	
8	Payment Term: (Our Default payment term: For indigenous orders: 100% within 30 days after receipt , acceptance & installation (if required) of item at our site and Sight Draft for import cases	Yes / No / Explain	

9	PO Placement Address (with Name and Contact Details of sales person concerned).	Yes / No / Explain	
10	All relevant certificates for proving the capability and prior experience to be submitted	Yes / No / Explain	
11	Offer Validity.	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Software Upgradation / Updation, Patches etc. Upgradation of the Automated MultiPoint Loading System (AMLS) software as per the attached anneure-1.	1.00 Lot		-		

Common charges (Applicable for all items)

Freight charge	
P&F Charges	