

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

**Tender for Multi-axis differential optical absorption-based telescope-
spectrometer**

Bids to be submitted online

Tender No.: VSSC/PURCHASE UNIT II (AVN)/VS202500661801 dated 17-04-2026

A. Tender Details

Tender No : **VSSC/PURCHASE UNIT II (AVN)/VS202500661801**

Tender Date : **17-04-2026**

Tender Classification: **GOODS**

Purchase Entity : **PURCHASE UNIT II (AVN)**

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

Multi-axis differential optical absorption-based telescope-spectrometer

Multi-axis differential optical absorption-based telescope-spectrometer

A.1 Tender Schedule

Bid Submission Start Date : **17-04-2026 12:15**

Bid Clarification Due Date : **08-05-2026 10:00**

Bid Submission Due Date : **18-05-2026 14:00**

Bid Opening Date : **18-05-2026 15:00**

Price Bid Opening Date : **22-05-2026 14:00**

B. Tender Attachments

NA

Instructions To Vendors

1. Declaration Declaration as per Office Memorandum No. F. No. 6/18/2019- PPD dtd. 23.07.2020 (In the Letter Head of the Bidder)

1. As per the provisions of Office Memorandum No. F. No. 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.

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

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.

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.

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

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

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority.

Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal

Trade (DPIIT).

2. Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.

3. Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of order.

3. Instructions to Vendors

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

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

4. Specific Terms and Conditions to Tender (GTE Compliant)

1. This tender is open for all class of suppliers i. e Class I, Class II and non local suppliers as defined in DPIIT order on Make In India initiative dtd 16/09/2020 and its revisions. Purchase preference as per extant guidelines will be applicable for Class I local suppliers.

2. Please quote applicable GST separately. For Goods under schedule II with GST @ 18%, VSSC is eligible for concessional rate of tax @ 5% under Sl.No.462 (Chapter 88 or any other Chapter) of Schedule-I of Notification No.09/2025 Central Tax (Rate) dated 17.09.2025 & IGST in term of Notification No.09/2025 - Integrated Tax (Rate) dated 17.09.2025. Necessary IGST/ CGST/ SGST concession certificate shall be issued by us. [Please Specify the rates with HSN Code].

3. VSSC is eligible for customs duty exemption under certificate under Sl.no.340 of table I of Customs notification no.45/2025-customs dtd. 24/10/2025 for items used in launch vehicle, satellite and payloads.

4. Our standard delivery term is FOR, VSSC (for indigenous cases) & FOB / FCA or Ex-works (for Import cases). 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.

5. Our standard payment term is 100% within 30 days after receipt and acceptance of the items at our site (after installation and commissioning in cases where installation and commissioning is required). In case of Foreign quote standard payment term is 100% Sight Draft with bank charges to respective accounts.

6. Liquidated Damages @ 0.5% per week of delay or part thereof subject to maximum of 5% of order value including elements of GST, freight & statutory variation is applicable beyond the promised delivery schedule. However, in case of inordinate delay of more than one-fourth in completion period, LD subject to maximum of 10% of the total order value shall be recovered. Wherever, installation and commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.

7. 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 Commercial Bank of appropriate value 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.

8. 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/ account payee DD/ Insurance Surety Bond. The Bank Guarantee shall be obtained from any Commercial Bank of appropriate value 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.

9. 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 Guarantee towards SD/PBG.

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

11. The offer should be valid for a period of minimum 90 days for Single Part from the date of opening of Tender and 180 Days for PT Two Part (120 Days for Technical Bid and 60 Days for Price Bid from the date of opening).

12. 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 / Udyam Registration / NSIC Registration Certification along with your offer.

13. 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.

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

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. Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

17. Foreign OEMs/Agents quoting on behalf of Foreign OEMs are permitted to quote. High Sea Sales Quotes not preferred generally. The bids shall be in INR/appropriate foreign currency.

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

19. Local content means the amount of value added in India (i.e. indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent. Indicate extent of Minimum Local Content in offered product/service and location of such value additions.

20. The Class-I & II local supplier should provide a Self Certification along with your offer in PDF format indicating that the item offered meets the minimum local content as called for in the tender as mentioned above and provide the % of local content along with details of the location(s) at which the local value addition is made. In case of two part tenders, it is mandatory to indicate compliance to MLC(minimum local content) in Technical bid itself.

21. In cases if the item(s) offered exceed Rs. 10 Crores, the Class-I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

22. False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

23. Purchase Preference Policy:- Goods/Works which are divisible in nature (required quantity is greater than 1 or not a package basis): i. If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder. ii. If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder. iv. In case no offers are received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor. v Guidelines for evaluation of concurrent application: MSE and MII policies guidelines issued by Department of Expenditure vide OM No.F.1/4/2021-PPD dtd 18.05.2023 will be applicable and any other notification issued by Department Of Space from time to time will be applicable.

24. Purchase Preference Policy:- Goods/Works which are not divisible in nature (required quantity is 1 or on a package basis):

i. If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder. ii. If L1 bid is not from a 'Class-I local supplier', then, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price , the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase agree to match L1 price, in such cases the contract shall be placed on original L1 bidder. iv. In case no offers are received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor. Guidelines for evaluation of concurrent application: MSE and MII policies guidelines issued by Department of Expenditure vide OM No.F.1/4/2021-PPD dtd 18.05.2023 will be applicable and any other notification issued by Department Of Space from time to time will be applicable.

25. VSSC 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.

5. INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER for imported stores items

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 TRIVANDRUM, INDIA 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 HSN code of the materials 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.
2. The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
3. The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
4. Samples, if called for, should be sent free of all charges.
5. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
6. The details of Import Licence will be furnished in the Purchase Order.
7. The authority of person signing the tender, if called for, shall be produced.
8. 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.
9. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.

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

11. a) Part shipment is not allowed unless specifically agreed to by us.

b) As far as possible stores should be despatched by Indian Carrier / Indian flagged vessel through any Agency nominated by us.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. TERMS OF PAYMENT:

17.1 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.

17.2 The Sight Draft / Letter of Credit will be operative on presentation of the undermentioned documents: a) Original Bill of Lading / Airway Bill b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately. c) Packing List showing individual dimensions

and weight of packages. d) Country of Origin Certificate in duplicate. e) Test Certificate. f) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser. g) Warrantee and guarantee Certificate/s vide Clause 34 herein below

17.3 For Foreign AMC orders: Section 195 of Indian Income Tax Act 1961 is applicable to payment of Fee for Technical Services according to which TDS will be deducted @ 10% if PAN is provided. In the absence of PAN, it is @ 20%

Under the double taxation Avoidance Agreement (DTAA), the withholding tax rate for Fee for Technical services is 10% of the gross amount. To avail of this reduced rate under DTAA, the foreign service provider must provide (1) a Tax Residency Certificate (TRC) and (2) Form 10F to confirm their tax residency status and eligibility for treaty benefits.

Rates for Belgium, Czech Republic, France & Singapore: under DTAAA, the withholding of tax rate for FTS is 10% of the gross amount.

Rates of USA: For the first 5 yrs: From the date the services are made available -10% of the gross amount. After the initial 5 years: 15% of the gross amount.

18. IMPORTANT LICENSE: Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide para 17.2

19. DEMURRAGE: Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 17.2 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.

20. Mention the ADDRESS OF INDIAN AGENTS.

21. 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.

22. INSPECTION AND ACCEPTANCE TEST:

22.1 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.

22.2 For tests on the premises of the Contractor or of any of his subcontractors, 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.

22.3 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.

23. MODE OF DESPATCH: Generally, stores should be despatched through Indian Flagged Vessel / by 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.

24. PORT OF ENTRY: Thiruvananthapuram/Kochi/Chennai/Bangalore

25. CONSIGNEE: Purchase & Stores Officer, Stores,

26. 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, VSSC(name of the Centre/Unit) Destination: VELI, TRIVANDRUM, INDIA & Port of Entry: TRIVANDRM

27. INSURANCE OF THE STORES: The necessity or otherwise of insurance will be as indicated in the Purchase Order.

Where delivery of imported goods is required by the purchaser on Cost Insurance and Freight, Carriage and Insurance Paid, Delivery Duty Paid (CIF/CIP/ DDP) basis, the contractor shall arrange and pay for marine/air insurance, making the purchaser the beneficiary. Where delivery is on a Free On Board/ Free Alongside Ship (FOB/FAS) basis, marine/air insurance shall be the purchaser's responsibility.

28. CONTRACTOR'S DEFAULT LIABILITY:

28.1 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.

29. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 28 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.

29.1 If this Contract is terminated as provided in Clause 28 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.

29.2 In the event the Purchaser does not terminate the Contract as provided in Clause 28, 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 33 until the stores are accepted.

30. 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.

31. 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 28 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 33.

32. 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 14 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.

33. 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 or part thereof. The total liquidated damages shall not exceed five percent (5 percent) of the total Contract value including elements of GST, freight & statutory variation. However, in case of inordinate delay of more than one-fourth in completion period, LD subject to a maximum of 10% of the total order value shall be recovered. 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.

34. 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 fulfil guarantee conditions outlined in Clause 34 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Performance Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) from a Bank of International reputation with validity of 60 days beyond the completion of contractual obligations & 6 months claim period for an amount equivalent to 3% 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 34 (b) and (c) shall be asked for guarantee period plus two months.

35. REQUIREMENTS 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.

36. 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 airtailed 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 with HSN code, (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.

37. OPTION CLAUSE: The purchaser reserves the right to increase/decrease the ordered quantity by up to [25] per cent at any time, till the final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

38. DISPUTE RESOLUTION MECHANISM:

(A) CONCILIATION: Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties, shall be resolved through Conciliation.

(B) MEDIATION: Any disputes or differences, which are not settled amicably through Conciliation, then either of the parties, may approach for mediation to settle under Mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time.

(C) 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 Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. 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. Arbitration will be a method of dispute resolution in contracts where dispute value is lesser than Rs.10 Crore.

39. 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.

40. 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 fulfilment of the Contract.

41. 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.

42. 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.

43. 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.

44. 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.

45. APPLICABLE LAW: The Contract shall be interpreted, construed and governed by the laws of India.

C. Bid Templates

C.1 Technical Bid - Multi-axis differential optical absorption-based telescope-spectrometer

1. Multi-axis differential optical absorption-based telescope-spectrometer

Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Instrument	Multi-axis differential optical absorption-based telescope-spectrometer	Yes / No / Explain		
2	Wavelength range	300 nm - 550 nm	Yes / No / Explain		
3	Spectral resolution	0.5 nm \pm 0.2 nm or finer resolution	Yes / No / Explain		
4	Detector	CCD or CMOS	Yes / No / Explain		
5	Spectral Sampling	greater than 5 px / FWHM	Yes / No / Explain		
6	Measurement Capability	Scattered and direct sunlight	Yes / No / Explain		
7	Detectable Atmospheric Specie	NO ₂ , SO ₂ , O ₃ , O ₄ , H ₂ O, HCHO	Yes / No / Explain		
8	Method of operation	Differential optical absorption spectroscopy	Yes / No / Explain		
9	Output Parameters	Intensity spectra at different directions and density of gases (differential slant column densities, vertical column densities and surface level concentration)	Yes / No / Explain		
10	Telescope	Yes	Yes / No / Explain		
11	Telescope Rotation Capability	Both in azimuth and zenith to enable hemispherical coverage	Yes / No / Explain		
12	Elevation range	0 to 180°	Yes / No / Explain		

13	Azimuth range	0 to 180°	Yes / No / Explain		
14	Angular resolution	less than or equal to 0.2°	Yes / No / Explain		
15	Vertical field of view	less than 0.5°	Yes / No / Explain		
16	Operating Conditions	Should be suitable for outdoor field measurements	Yes / No / Explain		
17	Operating Temperature range	0 - 40°C	Yes / No / Explain		
18	Processing Software	Processing software for providing vertical column densities, differential slant column densities and near surface concentration of the gases, for real time and post processing of spectral data, and for real time visualisation of data.	Yes / No / Explain		
19	Software loaded Data Acquisition and Processing System	Data Acquisition and Processing System with necessary software packages installed. Storage: 512GB or higher	Yes / No / Explain		
20	Data Display System	For real time visualisation of data. Screen size 26" or above	Yes / No / Explain		
21	Calibration System	Calibration system including automatic diffuser and mercury calibration lamp	Yes / No / Explain		
22	Supply and Installation	Supply and Installation at VSSC, Thiruvananthapuram	Yes / No / Explain		
23	Warranty	1 Year	Yes / No / Explain		
24	User Manual/documents	Required	Yes / No / Explain		
25	Mounting Option	Tripod	Yes / No / Explain		

26	AMC	Quote for 3Years of Non-comprehensive AMC after warranty needs to be provided separately. However, this AMC quote will not be considered for the estimation of L1 offer.	Yes / No / Explain		
27	Research Publications	Details of research publications using the instrument in peer-reviewed international scientific journals needs to be provided	Yes / No / Explain		
28	Shipping Case	Required	Yes / No / Explain		

Supporting Documents required from Vendor

1. Price bid related document (Price Bid Related)

2. LAND BORDER SHARING DECLARATION

3. Details of research publications using the instrument in peer-reviewed international scientific journals needs to be provided

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Supply and Installation at VSSC, Thiruvananthapuram	Yes / No / Explain	
2	This is a Global Tender. Non Local Suppliers shall also be eligible to bid along with Class I local suppliers and class II local suppliers. Class I local supplier is eligible for purchase preference as Govt. of India Public Procurement	Yes / No / Explain	
3	This is a TWO-PART tender i.e. Techno-Commercial Bid (Part-I/C1&C2) and Price Bid (Part-II/C3) shall be submitted separately. All technical and commercial terms and conditions 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 the price-bid shall lead to unconditional rejection of the tender. Please make note of the same. Tenderers are advised NOT TO UPLOAD any documents revealing the price of the main equipment, accessories, spares or AMC in technical & Commercial bid. They are however, requested to upload UNPRICED BIDS (i.e. Price details masked) showing appropriate breakup of components of main equipment, individual accessories and spares as desired.	Yes / No / Explain	
4	Taxes and other costs, if any, please specify the rates with HSN/SAC code, wherever applicable.	Yes / No / Explain	
5	Delivery Terms [Normal delivery terms - FOR VSSC] (for indigenous cases) & FOB / FCA or Ex-works (for Import cases).	Yes / No / Explain	
6	Delivery Period [Please Specify the period, LD shall be applicable in case of delayed delivery].	Yes / No / Explain	
7	Mention the time required for supply and installation separately	Yes / No / Explain	
8	Payment Terms [Within 30 days after receipt and acceptance of Item at our Stores for indigenous / Sight Draft for import case].	Yes / No / Explain	

9	Liquidated Damages @ 0.5% per week of delay or part thereof subject to maximum of 5% of order value including elements of GST, freight & statutory variation is applicable beyond the promised delivery schedule. However, in case of inordinate delay of more than one-fourth in completion period, LD subject to maximum of 10% of the total order value shall be recovered.	Yes / No / Explain	
10	Warranty [Minimum 1 year required.]	Yes / No / Explain	
11	Performance Bank Guarantee for 3% of order value valid 2 months beyond the Warranty Period to be provided.	Yes / No / Explain	
12	Security Deposit: In case order value exceeds Rs. 5 lakhs Successful Tenderer shall submit Security Deposit equivalent to 3% of the order value valid for a period of 60 days beyond the date for completion of the Purchase Order. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Insurance surety bond/ Bank Guarantee/ Fixed Deposit receipts or account payee DD from Commercial Banks in India. No exemption is applicable for MSE vendors from submission of Security Deposit. In case PSU/Autonomous bodies/Central Government organisations, Indemnity Bond shall be accepted. Wherever SD and PBG are involved, the same can be submitted in consolidated SD cum PBG, valid for a period of 60 days beyond the completion of contractual obligation/ warranty obligations under the contract. Necessary formats will be issued to the successful tenderer along with Purchase order.	Yes / No / Explain	
13	GeM Seller Unique ID	Yes / No / Explain	
14	Country of Origin	Yes / No / Explain	
15	Quote Validity: Minimum 180 days from the date of Tender opening	Yes / No / Explain	

16	As per the provisions of Office Memorandum No. F. No. 6/18/2019-PPD dtd. 23.07.2020 (i.e., Rule No. 144 (xi) of GFR) and its Amendments, issued by Department of Expenditure, Ministry of Finance. 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 fulfils all requirements in this regard and is eligible to be considered.	Yes / No / Explain	
17	If any of the bidders submit any forged or false documents along with the Tender, such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.	Yes / No / Explain	
18	Bidder shall mandatorily furnish declaration regarding Land Border sharing in the document sought with all terms and conditions given in Instructions to Vendors in your letter head duly signed by authorized signatory with company seal.	Yes / No / Explain	
19	Confirm the percentage of local content in the item and attach documentary proof for the same.	Yes / No / Explain	
20	The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender), shall be excluded from procurement process.	Yes / No / Explain	
21	In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item /product, shall be excluded from procurement process.	Yes / No / Explain	
22	PO ordering address in full with Contact Persons Name, E-mail id, Phone No. [also attach your Quotation in PDF format]. Supplier shall furnish Bank Account details with SWIFT & IFSC code.	Yes / No / Explain	

23	For Foreign AMC orders: Section 195 of Indian Income Tax Act 1961 is applicable to payment of Fee for Technical Services according to which TDS will be deducted @ 10% if PAN is provided. In the absence of PAN, it is @ 20%	Yes / No / Explain	
24	Quote for Non Comprehensive AMC (NC-AMC) for 3 years shall be provided	Yes / No / Explain	
25	Scope of NC-AMC are as follows:- a) No. of calls for Preventive Maintenance/Inspection: One per year. b) No. of calls for Breakdown Maintenance: As and when required (provide the quote per visit).	Yes / No / Explain	
26	NC-AMC charges will not be considered for the arriving L1.	Yes / No / Explain	
27	Bidders shall upload price related documents such as PDF quote with price, quote for NC-AMC charges or any other price related documents in the respective field enabled in the tender (Documents from vendors-price bid related documents field), if uploaded anywhere other than the above mentioned field will leads to the rejection of your offer and will not be considered for evaluation without any further communication.	Yes / No / Explain	
28	Any other terms	-	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Multi-axis differential optical absorption-based telescope-spectrometer	1.00 Nos.		-		

Common charges (Applicable for all items)

Customs Duty	
IGST	