

Tender Details

Tender No: SCL/PS/2021E0197101

Tender Date: 01/06/2021

Purchase Entity: Purchase& Stores

Tender Notice

E-Procurement Tender No. SCL/PS/2021E0197101 dated 01.06.2021 SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for TEB TMPO MADE IN INDIA. Tender documents can be downloaded from 02.06.2021 at 11:01 hrs. to 30.06.2021 upto 1430 hrs. The vendors need to get enrolled in the e-tender portal to access tender and submit their offer online. Vendors need to have Digital Signature Certificate as detailed on our e-portal and corporate e-mail ID to register on the above portal. Only online tenders will be accepted. No Manual/Postal/ courier/ e-mail/fax tender will be entertained. Please note Tender fee shall not be applicable for tenders submitted on-line through this portal. Vendors interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal <https://eprocure.isro.gov.in> by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk 020 25315555 / 9167969601 (Email: support.isro@nextenders.com) also the home page of e-procurement portal may be accessed for any technical help for registration and subsequent process. Vendors may please note that without registering in our E-procurement portal they will not be able to quote for this tender.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

IDT0031060000000000isro05401.pdf

Attachment - II:

IDT0031060000000000isro05402.pdf

Attachment - III:

IDT0031060000000000isro05403.pdf

Attachment - IV:

IDT0031060000000000isro05404.pdf

Attachment - V:

IDT0031060000000000isro05405.pdf

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INSTRUCTIONS TO TENDERERS AND TERMS CONDITIONS OF TENDER

1. Bid /Open Authorization shall be submitted on-line only complying specified schedule.
2. Late tenders and delayed tenders will not be considered.
3. GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.

4. (a) Your quotation should be valid for 90 days (single part tender) and 120 days (two part tender) 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. (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) 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.

(c) 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.

6. 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.

7. 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.

8. 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.

9. 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 Semi-Conductor Laboratory, Sector-72, Mohali, Punjab-160071, under the administrative control of DOS, Government of India..

(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. (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. 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.

4. DESPATCH: The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched 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. Any dispatch action shall start only after receipt of purchase order signed by competent authority and as per terms and conditions.

5. TEST CERTIFICATE: Wherever required, test certificates shall be uploaded in EGPS.

6. 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 shall be rejected.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 6 (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.

7. 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.

8. 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 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

(ii) 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 (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.

9. 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 09 thereof.

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

11. MODE OF PAYMENT:Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

12. 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.

13. 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.

14. 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.

15. 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.

16. In e-procurement system submission of bid is a two-step process. After submission of their bids, bidders have to wait for bid sealing by Purchaser. Subsequently, bidders have to complete open authorization in the e-procurement system to enable the Purchaser to open the bid. If open authorization is not completed by the bidder, then Purchaser will not be able to open the bid and the bid becomes invalid.

In case bidder encounters any technical snag pertaining to e-procurement system while acting on the tender, computer screen shot of the error message with date time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk, for resolution of the problem, at least 2 working days before the due date and time of bid submission. The contact detail of the help desk is available on the home page of the e-procurement website.

Purchaser will make all efforts to resolve technical queries reported by the bidders but will not be bound to do so if the problems are reported beyond the time mentioned above. Purchaser will not be responsible for non-submission of bids for such cases.

The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid well in advance before closing date and time to avoid last minute issues.

Instructions to Tenderers (PT)

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INSTRUCTIONS TO TENDERERS (DOMESTIC PUBLIC TENDER)

1. Interested tenderers may, at their option, login to <http://eprocure.isro.gov.in> and submit offers as per details in the tender notification.
2. Request for the extension of the due date will not be considered.
3. SCL reserves the right to accept or reject any / or all the tenders in part or full without assigning any reasons thereof. The bidder is at liberty to seek information related to bidding conditions, bidding process and/or rejection of its bid.

4. The tenders of vendors who have not agreed to furnish Security Deposit and Performance Bank Guarantee as sought vide this tender shall be excluded from the procurement process.
5. The tenders of bidders where the validity of the tender is shorter than the period specified in the tender enquiry shall be excluded from the procurement process.
6. Late tenders, delayed tenders, fax quotations and e-mail quotations are not considered.
7. SCL reserves the right to verify all claims made by the bidder.
8. SCL reserves the right to change any milestone date of the tendering activity / tender schedule.
9. Tender which is not submitted in terms of instructions mentioned herein is liable to be rejected.
10. 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 tenderer shall supply the same at the rates quoted.
11. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
12. It is to be noted that the drawings, specifications, end-use, etc., given by the purchaser, are confidential and shall not be disclosed to any third party.
13. Prices are required to be quoted according to the units indicated in the tender. 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.
14. The Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.
15. Bidders are expected to comply with commercial and other terms and conditions given in vendor specified terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.
16. 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.
17. 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 non-acceptance of tender, the tenderer will have to remove the samples at his own expense.
18. 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.
19. Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his bid. 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.

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

22. 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.

23. Subletting and Assignment: The contractor/supplier cannot sublet, transfer or assign the order/Contract or any part thereof or interests therein or benefit or advantage thereof in any manner whatsoever, to any other party save with the previous written consent of the purchaser. Such consent by the purchaser, however, shall not relieve or discharge the contractor/supplier from any obligation, duty or responsibility under the Purchase Order/ Contract.

24. The contractor/supplier shall indemnify the purchaser against Workmen Compensation Act.

25. The authority of the person submitting the tender, if called for, should be produced.

26. This being a two part tender -Technical and Commercial part separate, the Technical part should not contain Pricing information. The tenders containing Price details in Technical part will be treated as unsolicited offers and rejected. Prices should be indicated only in the Price Bid template and Supporting Documents from the Bidder (Commercial).

27. The bids shall be opened on first day of tender opening schedule as indicated in the Tender in the presence of the bidders/their authorized representatives who may like to attend the tender opening against presentation of Authorization letter.

Due to any breakdown in Server/Link, bid opening will be continued on the following dates.

The schedule of opening of Price bids shall be intimated separately to the technically qualified bidders only.

28. If tender opening date happens to be a public holiday, tender will be opened on the next working day and interested bidders may depute their representatives to attend the Tender Opening, with proper authorization.

29. PROCEDURE FOR EVALUATION OF TENDERS:

Technical Evaluation Criteria:

Vendor meeting the eligibility criteria and basic technical specifications mentioned in SCL Tender shall be considered to be technically qualified.

Evaluation of Price Bids

The following elements shall be considered for evaluation of Price Bids:

- a. Price quoted by the bidder in the price bid template for meeting the functionalities given in the Tender and Technical Specifications sheet.
- b. Compliance with the Payment Terms prescribed in this tender document. In the event, the bidder offers Payment Terms stringent than SCL prescribed Payment Terms, the bid of the bidder shall be loaded based on MCLR of SBI prevailing on the date of opening of bids.

Bid Templates

TEB

Item Specifications

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Assay min 99.9999% by weight			
2	Moisture(H2O) max 100 ppm			
3	Specification 3: _____			
4	Trace metal impurities or Ca, Fe, Na & Zn should not be more than 2ppb			
5	Trace Metal impurities for Al, Ag, Bi, Cd, Cr, Co, Cu, K, Li, Mg, Mn, Mo, Ni, Pb, Sb, SN, should not be more than 1ppb			
6	Any other Trace metal impurity Vendor to specify			

TMPO

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
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1	Assay min 99.9999%			
2	Al, Ca, Zn not more than 2ppb			
3	Fe & Na not more than 3 ppb			
4	Ag, Cd, Cr, Co, Cu, K, Li, Mg, Mn, Mo, Ni, Pb, Sb, Sn not more than 1 ppb			

Cylinder Spec

Item Specifications -II

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Have to comply with SCL attached TEB Cylinder Drwaings			
2	Have to comply with SCL attached TMPO Cylinder Drwaings			

Vendor Specified Terms

Description	Vendor Terms
<p>1. This being a two part tender - Technical and Commercial part separate, the Technical part should not contain pricing information. The tenders containing Price details in Technical part will be summarily rejected.</p> <p>The pries shall only be quoted in Price bid template and supporting documents from the bidder (Commercial).</p>	

<p>2. Eligibility Criteria:</p> <p>(a) Bidders shall be Indian manufacturer of high purity chemicals and/or supplier of high purity chemicals manufactured in India. High Purity chemicals shall mean chemicals having trace impurities in ppb levels.</p> <p>(b) List of customers (domestic/foreign) to whom high purity chemicals have been supplied by the vendor in the past duly supported with POs etc. to be submitted along with the bid.</p> <p>(c) Bidder shall fully comply with the tendered specifications and provide Certificate of Analysis (CoA) along with the bid.</p>	
<p>3. GST:</p> <p>Purchaser is eligible to concessional IGST of 5 percent as per Ministry of Finance, Department of Revenue, Notification No. 47/2017 Integrated Tax (Rate) dated 14th November, 2017 and would accordingly issue Exemption Certificate in favour of the contractor quoting in Indian Rupees. The bidder should take note of the same while quoting the prices in Indian Rupees.</p>	
<p>4. Delivery Period:</p> <p>Vendor shall indicate their minimum delivery period.</p>	
<p>5. Security Deposit:</p> <p>On acceptance of the tender, the Contractor shall submit security deposit for three percent (03 percent) value of the Purchase Order (PO) within 15 days from the date of PO towards successful execution of the PO. Security Deposit shall be submitted through Demand Draft /</p>	

<p>Bankers Cheque/ fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, and shall be valid for a period of sixty (60) days beyond the date for completion of the Purchase Order.</p> <p>(This will be returned by SCL immediately on execution of the PO satisfactorily as per order terms. If not, the amount will be forfeited).</p> <p>In case Security Deposit is submitted in the form of Bank Guarantee (BG), after the issue of BG, the issuing bank shall communicate the genuineness of BG through e-mail from banks domain to njain@scl.gov.in and copy to kraj@scl.gov.in followed by a hard copy to Shri Naveen Jain, Sr. Accounts Officer, Semi-Conductor Laboratory, Sector - 72, Mohali - 160071 and copy to Shri Rajesh Kumar Kunjar, Sr. Purchase & Stores Officer, Semi-Conductor Laboratory, Sector - 72, Mohali-160071.</p>	
<p>6. Liquidated Damages (LD):</p> <p>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.</p>	
<p>7. Terms of payment in case of indigenous supplier(S):</p> <p>100% payment within 30 days after receipt and acceptance of material at SCL.</p>	
<p>8. Validity of Offer:</p> <p>The offer should be valid for a minimum period of 120 days from the date of opening of Techno-Commercial bid and 90 days after opening of price bid.</p>	

<p>9.Mode of Dispatch:</p> <p>Stores shall be dispatched by Road transport by the vendor</p>	
<p>10. Insurance of Stores:</p> <p>Insurance shall be the responsibility of the vendor.</p>	
<p>11. Packing & Forwarding:</p> <p>The Contractor shall pack and crate all stores for air/sea/road 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, air or sea. The Contractors shall be responsible for all damages due to improper packing.</p>	
<p>12. REJECTION:</p> <p>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.</p>	
<p>13. Special Instruction:</p> <p>(a) The vendor should provide CoA (Certificate of Analysis) before shipment.</p> <p>(b) The vendor should ensure that the offered material is Made in India.</p>	

<p>14. The participating vendors/suppliers/service providers shall indicate specifically whether they fall in category of Class-I Local supplier or Class-II Local supplier or Non-Local supplier for evaluation as per Ministry of Commerce and Industry Office Order No.: - P-45021/2/2017- PP (B-II) dt 10th September 2020.</p> <p>The vendor/supplier/service providers shall submit documentary proof in this regard if sought by purchaser at a later date.</p>	
<p>15. Indicate the name and address of the vendor for placing Purchase Order along with their e-mail id, contact person name & designation, Telephone No. and fax no.</p>	
<p>16. Any other term:</p>	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
Cylinder of TEB TEB Cylinder	-	1	No.	-	-
ACID, TEB (14 Kg / Cylinder) TEB 6Kg	-	6	Kg	-	-
ACID, TMPO (10 Kg / Cylinder) TMPO 6Kg	-	6	Kg	-	-
Cylinder of TMPO	-	1	No.	-	-

TMPO Cylinder					
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Break-up of other taxes and other costs should be specified in respective narration columns.

Sum of these Break-up values should be specified in respective value columns.

Supporting Documents from Vendor (Commercial)

Document attachment with price bid

Attachment - I:

Attachment - II: