

Tender Details

Tender No: SCL/PS5/2019E0164901

Tender Date: 30/01/2020

Purchase Entity: Pur_Entity5

Tender Notice

E-Procurement Tender No. SCL/PS5/2019E0164901 dated 30.01.2020 SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for S/I/T/C of HAVC System in ETGG Building- Bay 3 and 4. Tender documents can be downloaded from 03.02.2020 - 1701 hrs. to 02.03.2020 at 1030 Hrs (IST) . 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:

IDT002584000000000000isro05401.pdf

Attachment - II:

IDT002584000000000000isro05402.pdf

Attachment - III:

IDT002584000000000000isro05403.pdf

Attachment - IV:

Attachment - V:

DOS PM 20

DOS PM 20:

INSTRUCTIONS TO TENDERERS

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

6. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

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

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

(d) Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

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

8. 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.

9. 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.

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

DOS PM 22

DOS PM 22:

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

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

(b) The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.

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

(d) The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

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

3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE & REPLACEMENT:

(a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

(b) For a period of twenty four 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 26 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 26 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 24 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

(f) To fulfil guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

(g) All the replacement stores shall also be guaranteed for a period of 24 months from the date of arrival of the stores at purchasers site.

(h) Even while the 24 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 26 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee period plus two months.

5. PACKING FORWARDING & INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. DESPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods 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.

7. TEST CERTIFICATE:

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

8. ACCEPTANCE OF STORES:

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

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

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

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

9. REJECTED STORES:

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

10. DELIVERY:

(a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.

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

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

(ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor. In the event of action being taken under sub-clause (ii) & (iii) of clause 10(b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME:

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

12. ERECTION OF PLANT & MACHINERY:

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

13. PAYMENT:

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

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

15. RECOVERY OF SUM DUE:

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

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

16. INDEMNITY:

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

17. ARBITRATION:

In the event of any 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 Chandigarh in the Arbitration and Conciliation Centre , Chandigarh (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.

18. COUNTER TERMS AND CONDITION OF SUPPLIERS:

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

19. SECURITY FOR PURCHASE OF MATERIALS:

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

Bid Templates

Document Solicited from Vendor

Attachment 1:

Attachment 2:

Scope of work and general terms and conditions (i)

Item Specifications

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Scope of work: The scope of work comprise of the following:1)Dismantling and blanking off the existing Chilled water and Hot water pipes with insulation, Valves, Fittings, Sensors, Flow Control Valves etc. from the existing operational Air Handling Units (AHUs) including the dismantled items/material shifting to the designated place within the SCL(approx. distance 500 m).2)Supply, unloading at site, Installation, Testing and Commissioning (S/I/T/C) of Chilled Water and Hot Water piping complete			

	<p>with valves, fittings, insulation, flow control valves, Instruments, power and control cables etc. for the existing operational Air Handling Units (AHUs).</p> <p>3)Supply, unloading at site, Installation, Testing & Commissioning of Pan Type Humidifier, associated Electrical MCC/PCC, Instruments, power and control cables etc. for existing operational Air Handling Units.</p>			
2	<p>The scope of work is divided into two parts, HVAC systems (Part – A) and Electrical works (Part – B). The scope of work includes inspection, packing, dispatching, loading, transit, unloading & storage at site, assembly, pre-commissioning checks, installation, commissioning and complete handing over of the equipments/Systems to SCL.</p>			
3	<p>The Contractor shall demonstrate performance and quality parameters of the equipment/systems etc. supplied, installed and commissioned under the scope of work at the rated</p>			

	capacity/as per design.			
4	<p>ELIGIBILITY CRITERIA Bidders meeting the below mentioned eligibility criteria are eligible to participate in the tender:- Bidder should be an experienced HVAC contractor and should have executed at least one (01) similar project involving interalia chilled water piping, hot water piping, ducting, flow control valves, humidifiers etc. of value not less than Rs. 25 Lakh in last five (05) years. OR- Bidder should be an experienced HVAC contractor and should have executed at least two (02) similar projects involving interalia Chilled water piping, Hot water piping, Ducting, flow control valves, Humidifiers etc. of value not less than Rs. 18.5 Lakh each in last five (05) years.</p>			
5	<p>To assess eligibility for the work, the bidders shall furnish copy (ies) of the Purchase Order(s) / Work Orders of their earlier completed works and corresponding completion certificate(s), evidencing satisfactory completion of similar works, issued by the respective</p>			

	clients/organizations.			
6	<p>ACCEPTANCE PROCEDURE</p> <p>The Performance & Quality parameters of the entire installation shall be monitored for a period of seven (07) days after commissioning for satisfactory performance upon which SCL shall give its acceptance. Deviation in any of the specified parameters will not be acceptable and it shall be the responsibility of the contractor to take corrective action/improvements/modifications, as required, in the installed system to meet the specified parameters and the system will be put back to trial run again for seven (07) days before the acceptance is given.</p>			
7	<p>On successful completion of the entire work, the contractor shall provide 'As Built' drawings for all the systems executed under the contract. Three (03) sets of hard copies and one (01) set in soft copy (CD/pen drive) in Auto-CAD format shall be provided to SCL for its record and reference. Contractor shall also</p>			

	provide instruction / Operation manual(s) and maintenance manuals for the all equipment.			
8	<p>MEASUREMENT AND BILLING OF QUANTITY</p> <p>The quantities indicated against each item in the bill of quantities (BOQ) are indicative and are for the purpose of bidding only. Variation in quantities up to + 25% shall be carried out by the contractor on the same conditions in all respects including the rates as per PO/Contract. In case of Contract/PO items which exceed the said limit of +25%, the contractor may claim revision of rates supported by proof of analysis and if the rate claimed is in excess of the rate specified in the bill of quantities, SCL's authorized officials in-charge of the work shall after giving consideration to the analysis of rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the rates so determined.</p>			
9	In case of extra items (that are completely new and			

	<p>are in addition to the items contained in the contract), they may claim rates supported by proper analysis, and SCL's authorized officials in-charge of the work, shall after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the rates so determined.</p>			
10	<p>WARRANTYThe contractor shall warranty the entire system for a period of two (02) year from the date of acceptance by SCL for successful /trouble free running of the entire system under scope of this work. During the warranty period, the contractor shall provide four (04) numbers of quarterly preventive maintenance visits per year. Any breakdown in any part of the system including replacement of the faulty parts/ equipment, if any, during warranty period shall be attended by the contractor within 24 hours of intimation by SCL.</p>			
11	<p>All preventive and breakdown maintenances</p>			

	(as and when required) during the warranty period shall be carried out by the contractor at no extra cost. Warranty shall cover both Parts and labour.			
12	COMPLETION PERIODThe time period for the completion of the entire work is three (03) months from the date of release of the Purchase Order (PO) by SCL.			
13	Note 1: Vendor to Download the Technical Specification document, take print of the complete document, sign all the Clauses/Pages of the document as token of Acceptance/ Compliance to the Technical Specifications, Scan the signed document and shall upload the same in the un-priced technical part of the bid/Supporting document from vendor.			
14	Note 2: Vendor to download the "Itemised Quote Format", take print of the complete document, fill all the rates, sign all the pages, scan and upload the same in Documents Solicited from Vendor (Commercial)/ Supporting document			

	from vendor (Commercial).			
15	Note 3: Any item not mentioned in the BOQ but required for completion of the work as per the defined Scope of Work shall be clearly specified. Supply rates for Such item(s) to be provided in the 'Supply of extra item(s) if any' row of the Itemised quote format. Rates for Installation, Testing and Commissioning of such Item(s) to be provided in the ' Installation, Testing and Commissioning of extra Item(s) if any' row of the Itemised quote format.			
16	Note 4: Electricity: Electricity required for installation shall be provided by SCL at no charge basis to the vendor. For this, electricity connection will be provided at single point and further distribution shall be the vendor's responsibility. Vendor shall provide wattage of all the electrical loads required for installation and install all safety and protection devices viz., MCB/MCCB/ELCB/RCCB etc. as per the applicable			

	electricity rules.			
17	Note 5: Various materials / systems etc. procured by the selected Contractor for incorporation in the work shall be only of RFP specified Makes/Manufacturers of various materials / systems. Submittals of the same shall be submitted by the contractor for SCL review and approval.			

General Terms and conditions (ii)

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	The required test certificates of the material in the scope as well as all equipment tested at manufacturer's works shall be supplied by the contractor.			
2	The machines shall be adequately isolated against transmission of vibrations to the building structure as per manufacturer recommendation.			
3	All the sensors, gauges and energy meters etc. shall be calibrated and shall be			

	traceable to accredited test house standards.			
4	Necessary foundation bolts, nuts, leveling-screws vibration pads etc. wherever required, for mounting the machines, shall be provided by the contractor as per manufacturer's drawings/recommendations. supplied and installed under the Contract, during installation and commissioning.			
5	Technical leaflets and General layout of the equipment showing their overall dimensions shall be provided in duplicate along with the technical bid.			
6	The Contractor shall impart on-site hands-on training to SCL personnel free of cost, on operations, troubleshooting and preventive maintenance of the equipment/ systems supplied and installed under the Contract, during installation and commissioning.			
7	Contractor to provide certificate showing the date of manufacture of the machine and certifying that the machine being			

	supplied is new and not a used/old/second hand/ refurbished /reconditioned machine.			
8	The contractor should satisfy himself for the adequacy/completeness of the system and shall include any other item/s required for safe and satisfactory functioning.			
9	Payment for the work shall be made on the basis of actual work done and the accepted rates for various items in the Bill of Quantities.			
10	Work shall be carried out in a co-ordinated manner by the contractor. For final tie-in of the contractor's installations with SCL's existing running system, contractor shall give prior intimation to SCL for shutdown of that system to facilitate the tie-in.contractor.			
11	Payment for the work shall be made on the basis of actual work done and the accepted rates for various items in the Bill of Quantities.			
12	For measurement of piping, installed straight length including fittings (bends, flanges, Tee,			

	reducers) etc. shall be considered and the payment shall be made as per unit rates based upon the measurements of actual work done. Valves shall be counted separately and paid at the agreed unit rates.			
13	All the required tools, tackles, scaffoldings, man power etc. is in scope of the contractor.			
14	Contractor shall ensure adherence to safe construction practices which shall inter-alia include use of Personnel Protection Equipment (PPE) by their workmen, supervisors etc. deployed on the work. PPE viz., safety helmets, safety shoes, harnesses, safety glasses, gloves etc. shall be provided by the contractor for the safety of all the personnel at the site of work relating to the performance of the Contract. Vendor shall be liable to make good the loss/damage including any consequential damage caused by them and in case of failure to do so, SCL shall affect financial recovery for the same from the vendor.			

15	Contractor shall take adequate measures to ensure that no damage or loss is caused to SCL's buildings, equipment and personnel due to any activity carried out by the contractor relating to the performance of the Contract. Contractor shall be liable to make good the loss/damage including any consequential damage caused by them and in case of failure to do so, SCL shall affect financial recovery for the same from the contractor.			
16	All materials and equipment shall conform to the relevant Indian Standards and shall be of the approved make and design. Makes shall be strictly in conformity with the Recommended Makes/Manufacturers' listed in the Tender Document.			
17	Electricity required for installation shall be provided by SCL at no charge basis to the contractor. For this, electricity connection will be provided at single point and further distribution shall be the contractor's responsibility. Contractor shall provide wattage of all			

	the electrical loads required for installation and install all safety and protection devices viz., MCB/MCCB/ELCB/RCCB etc. as per the applicable electricity rules.			
18	Civil works are excluded from the contractor's scope of work however, all necessary drawings and other details shall be provided by the contractor. However, making cut-outs/ penetrations etc. for routing utility piping lines, ducts etc. in the building and making good the same is in the contractor's scope of work.			
19	Contractor shall be required to follow the security procedures in vogue at SCL for the movement of contractor's personnel, materials etc. into/from SCL premises.			

Technical Specifications- Part A - HVAC Systems

Item Specifications -II

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Clause 1: Vendor to confirm compliance to all the Technical			

	specifications of Humidifier laid down under Part A- Clause 1 of Technical Specification document attached with this RFP.			
2	Clause 2: Vendor to confirm compliance to all the Technical specifications of Piping laid down under Part A-Clause 2 of Technical Specification document attached with this RFP.			
3	Clause 3: Vendor to confirm compliance to all the Technical specifications of Piping Insulation laid down under Part A-Clause 3 of Technical Specification document attached with this RFP.			
4	Clause 4: Vendor to confirm compliance to all the Technical specifications of sensors and instrumentation laid down under Part A-Clause 4 of Technical Specification document attached with this RFP.			
5	Clause 5: Vendor to confirm compliance to all the Technical specifications of dampers laid down under Part A- Clause 5 of Technical Specification document			

	attached with this RFP.			
6	Clause 6: Vendor to confirm compliance to all the Technical specifications of flexible connections laid down under Part A-Clause 6 of Technical Specification document attached with this RFP.			
7	Clause 7: Vendor to confirm compliance to all the Technical specifications of GI duct/Blanking off work laid down under Part A-Clause 7 of Technical Specification document attached with this RFP.			
8	Clause 8: Vendor to confirm compliance to all the Technical specifications of hook-up work laid down under Part A-Clause 8 of Technical Specification document attached with this RFP.			

Technical Specifications- Part B - Electrical Systems

Item Specifications -III

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Clause 1: Vendor to confirm compliance to all the Technical			

	specifications of General Design Consideration laid down under Part B-Clause 1 of Technical Specification document attached with this RFP.			
2	Clause 2: Vendor to confirm compliance to all the Technical specifications of Drawing, Data and Manuals laid down under Part B- Clause 2 of Technical Specification document attached with this RFP.			
3	Clause 3: Vendor to confirm compliance to all the Technical specifications of scope of works laid down under Part B- Clause 3 of Technical Specification document attached with this RFP.			
4	Clause 4: Vendor to confirm compliance to all the Technical specifications of electrical panels specifications laid down under Part B- Clause 4 of Technical Specification document attached with this RFP.			
5	Clause 4.1: Vendor to confirm compliance to all the Technical specifications of MCCB laid down under Part B-Clause 4.1 of Technical			

	Specification document attached with this RFP.			
6	Clause 4.2: Vendor to confirm compliance to all the Technical specifications of Bus and Bus taps laid down under Part B- Clause 4.2 of Technical Specification document attached with this RFP.			
7	Clause 4.3: Vendor to confirm compliance to all the Technical specifications of Control and Indications laid down under Part B- Clause 4.3 of Technical Specification document attached with this RFP.			
8	Clause 4.4: Vendor to confirm compliance to all the Technical specifications of Meters laid down under Part B- Clause 4.4 of Technical Specification document attached with this RFP.			
9	Clause 4.5: Vendor to confirm compliance to all the Technical specifications of current transformers laid down under Part B- Clause 4.5 of Technical Specification document attached with this RFP.			

10	Clause 4.6: Vendor to confirm compliance to all the Technical specifications of panel internal wiring laid down under Part B-Clause 4.6 of Technical Specification document attached with this RFP.			
11	Clause 4.7: Vendor to confirm compliance to all the Technical specifications of control terminal blocks laid down under Part B- Clause 4.7 of Technical Specification document attached with this RFP.			
12	Clause 4.8: Vendor to confirm compliance to all the Technical specifications of cable termination laid down under Part B-Clause 4.8 of Technical Specification document attached with this RFP.			
13	Clause 4.9: Vendor to confirm compliance to all the Technical specifications of painting laid down under Part B- Clause 4.9 of Technical Specification document attached with this RFP.			
14	Clause 4.10: Vendor to confirm compliance to all the Technical specifications of ground			

	bus laid down under Part B- Clause 4.10 of Technical Specification document attached with this RFP.			
15	Clause 4.11: Vendor to confirm compliance to all the Technical specifications of nameplate laid down under Part B- Clause 4.11 of Technical Specification document attached with this RFP.			
16	Clause 4.12: Vendor to confirm compliance to all the Technical specifications of electrical panel approval laid down under Part B- Clause 4.12 of Technical Specification document attached with this RFP.			
17	Clause 4.13: Vendor to confirm compliance to all the Technical specifications of testing and inspection at manufactures site laid down under Part B- Clause 4.13 of Technical Specification document attached with this RFP.			
18	Clause 4.14: Vendor to confirm compliance to all the Technical specifications of installation testing and commissioning of panel at site laid down under Part			

	B-Clause 4.14 of Technical Specification document attached with this RFP.			
19	Clause 4.15: Vendor to confirm compliance to all the Technical specifications of make of PCC panel laid down under Part B- Clause 4.15 of Technical Specification document attached with this RFP.			
20	Clause 5: Vendor to confirm compliance to all the Technical specifications of other requirements laid down under Part B- Clause 5 of Technical Specification document attached with this RFP.			

Vendor Specified Terms

Description	Vendor Terms
<p>1. DEFINITIONS:</p> <p>(a) The term Purchaser shall mean the President of India or his successors or assigns.</p> <p>(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.</p> <p>(c) The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a</p>	

<p>condition is included in the Purchase Order.</p> <p>(d) The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized 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.</p>	
<p>2. IMPORTANT:</p> <p>This being two part Tender-Technical and Commercial parts separate, the bidder should not attach any document(s) containing pricing information alongwith Technical Part. The Contractor will upload documents, if any without pricing information in envelope 1 (Technical Part) as an attachment.</p> <p>The tenders containing price information in Technical Part will be treated as unsolicited offers and rejected. Contractor to confirm that Price bid is not attached in Envelope 1 i.e. Technical Part Priced offer, if any, should be attached in Envelope-2 (Price Bid) under Supporting Documents from Vendor (Commercial), as an attachment</p>	
<p>3. Delivery Terms:</p> <p>Prices shall be quoted on F.O.R. destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of GST as may be applicable.</p>	
<p>4. GST:</p> <p>Purchaser is entitled to concessional GST of 5% as per Ministry of Finance Department of Revenue, Notification No. 47/2017 Integrated Tax (Rate) both dated 14th November 2017 respectively 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>GST on installation/ services shall be applicable @18%</p>	

<p>5. DELIVERY SCHEDULE/PERIOD OF COMPLETION:</p> <p>The time period for completion of entire work shall be 03 (three) months from the date to be reckoned from the 7th day of issue of purchase order.</p>	
<p>6. The prices shall remain firm until completion of entire project including extended period, if any. No cost escalation shall be applicable for the work.</p>	
<p>7 SECURITY DEPOSIT:</p> <p>a) On acceptance of the tender, the Contractor shall submit security deposit for ten percent (10 percent) of the value of the Contract within 15 days from the date of purchase order. If 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 cost and risk of the Contractor.</p> <p>b) Security Deposit shall be submitted through Demand Draft /Bankers Cheque/ fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on nonjudicial 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/Contract.</p> <p>c) In case the contractor fails to furnish the security deposit within the specified date or extended due date, the Purchase Order/Contract shall be cancelled and in addition appropriate penal action may also be considered.</p> <p>d) After the Purchase Order/Contract is successfully executed in all respects, the Bank Guarantee towards Security Deposit may be discharged and retained amount shall be refunded to vendors.</p> <p>e) In the event of non execution of the Purchase order/Contract or breach of any terms and conditions of the Purchase Order, the Security Deposit shall be forfeited.</p>	

<p>8. Warranty :</p> <p>The contractor shall warranty the entire system for a period of two (02) year from the date of acceptance by SCL for successful /trouble free running of the entire system under scope of this work. During the warranty period, the contractor shall provide four (04) numbers of quarterly preventive maintenance visits per year. Any breakdown in any part of the system including replacement of the faulty parts/ equipment, if any, during warranty period shall be attended by the contractor within 24 hours of intimation by SCL.</p> <p>All preventive and breakdown maintenances (as and when required) during the warranty period shall be carried out by the contractor at no extra cost. Warranty shall cover both Parts and labour.</p>	
<p>09. Warranty Replacements:</p> <p>All replacement parts, if any, shall be supplied by the Contractor free of cost on F O R Purchaser site at S A S Nagar Punjab basis.</p>	
<p>10. TERMS OF PAYMENT :</p> <p>The payment shall be remitted as under:</p> <p>90% of the value of the materials supplied shall be paid within 30 days of the receipt of the materials at purchaser site and the balance 10% amount along with 100% installation charges shall be payable on successful installation, commissioning and acceptance of the entire project at Purchasers site against a Performance Bank Guarantee .</p>	
<p>11. PERFORMANCE BANK GUARANTEE (PBG):</p> <p>The Contractor shall furnish a Bank Guarantee (as per format given by purchaser) from any nationalized/scheduled bank for an amount equivalent to 10% of the value of the Contract and shall be valid for a period of 60 days beyond the expiry date of warranty period. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.</p>	

<p>12. VALIDITY:</p> <p>The tender must be valid for a minimum period of 90 days from the date of opening of bid .</p>	
<p>13. Quantity Variation:</p> <p>The quantities indicated against each items in the Bill of Quantities (BOQ) are indicative and are for the purpose of bidding only. Variation in quantities up to +25 percent shall be carried out by the contractor on the agreed/Purchase order (PO) rates and terms & conditions as in the purchase order (PO).</p>	
<p>14. GUARANTEED TIME DELIVERY :</p> <p>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.</p>	
<p>15. Extra Items:</p> <p>In case of extra items (that are completely new and are in addition to the items contained in the contract), the contractor may claim rates supported by proper analysis and purchaser engineer in charge of the work shall after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the rates so determined. The contractor(s) profit & OH shall be factored in the rate analysis @ 15%.</p>	
<p>16. CONSIGNEE:</p> <p>Sr. Purchase and Stores Officer (Stores), Semi Conductor Laboratory</p>	

<p>Sector 72 S.A.S. Nagar (Mohali) Punjab</p> <p>India 160 071.</p>	
<p>17. 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. If the Contractor fails to do so the purchaser may at his option either :</p> <p>a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor or</p> <p>b) terminate the Contract for default as provided in this tender document.</p>	
<p>18. EXTENSION OF TIME :</p> <p>If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government fires floods epidemics quarantine restriction strikes freight embargoes etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.</p>	
<p>19. DELAY IN COMPLETION/LIQUIDATED DAMAGES:</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</p>	

exceed ten percent (10percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time the stores will be considered as delayed until such time as the missing parts are delivered. Delivery of stores shall be complete on Installation commissioning Testing and Acceptance.

20. INSPECTION AND ACCEPTANCE TEST:

The Purchasers representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractors 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 purchasers representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractors premises.

Such inspection examination and testing shall not release the Contractor from the obligations under this Contract.

For tests on the premises of the Contractor or of any of his sub Contractors, the Contractor shall provide free of cost assistance labour material, electricity fuel and instruments as may be required or as may be reasonably needed by the purchasers representative to carry out the tests efficiently.

When the stores have passed the specified test the purchaser 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.

21. Labour Law:

Contractor shall abide by all labour laws, rules and regulations, which are prevailing, and as enforced from time to time and SCL shall not be responsible for any accident or mishap during the course of the contract to any of engineer/ labour employee by the Contractor. The contractor shall also ensure that the statutory obligations with regards to the employment of labour under law are complied properly and

<p>timely.</p>	
<p>22. ARBITRATION:</p> <p>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 New Delhi in the Arbitration and Conciliation Centre New Delhi (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.</p> <p>Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	
<p>23. APPLICABLE LAWS:</p> <p>The contract shall be interpreted, construed and governed by laws of India.</p> <p>The contract shall be subject to exclusive Jurisdiction of the Court of SAS Nagar (Mohali), Punjab, India irrespective of anything mentioned in any correspondences or otherwise.</p>	

<p>24ACCEPTANCE PROCEDURE:</p> <p>The Performance and Quality parameters of the entire installation shall be monitored for a period of seven (07) days after commissioning for satisfactory performance upon which SCL shall give its acceptance. Deviation in any of the specified parameters will not be acceptable and it shall be the responsibility of the contractor to take corrective action/improvements/modifications, as required, in the installed system to meet the specified parameters and the system will be put back to trial run again for seven (07) days before the acceptance is given.</p> <p>On successful completion of the entire work, the contractor shall provide As Built drawings for all the systems executed under the contract. Three (03) sets of hard copies and one (01) set in soft copy (CD/pen drive) in Auto CAD format shall be provided to SCL for its record and reference. Contractor shall also provide instruction / Operation manual(s) and maintenance manuals for the all equipment.</p>	
<p>25.Any other terms</p>	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
Supply of HVAC Equipments like Pan type Humidifire, Piping complete with all	-	1	Lot	-	-

<p>the fittings, Isolation Valves, Flow control valves, Y-Strainer, GI Ducting, Damper, Insulation, Pressure and Temperature gauges, Temperature sensor cum transmitter, Support structure, Nuts, Bolts, Gasket, Float valves, etc. As per detailed specifications and BOQ provided.</p>					
<p>Installation, Testing and Commissioning of HVAC Equipments like Pan type Humidifire, Piping complete with all the fittings, Isolation Valves, Flow control valves, Y-Strainer, GI Ducting, Damper, Insulation, Pressure and Temperature gauges, Temperature sensor cum transmitter, Support structure,</p>	-	1	Lot	-	-

Nuts, Bolts, Gasket, Float valves, etc. As per detailed specifications and BOQ provided.					
Supply of Electrical and Instrumentation equipments like PCC Panel , Wires, & Cables, Cable trays, Junction box, earthing ,Lugs,Glands etc. As per detailed specifications and BOQ provided.	-	1	Lot	-	-
Installation, Testing and Commissioning of Electrical and Instrumentation equipments like PCC Panel , Wires, & Cables, Cable trays, Junction box, earthing ,Lugs,Glands etc. As per detailed specifications and BOQ provided.	-	1	Lot	-	-

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: