

## Tender Details

**Tender No:** SCL/PS/2019E0152601

**Tender Date:** 07/10/2019

**Purchase Entity:** Purchase& Stores

## Tender Notice

E-Procurement Tender No. SCL/PS/2019E0152601 dated 07.10.2019 SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for Supply, Installation and Commissioning of Fume Hood for Chemical Delivery System. Tender documents can be downloaded from 09.10.2019 - 1001 hrs. to 06.11.2019 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](mailto: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:

IDT0024150000000000isro05401.pdf

#### Attachment - II:

#### Attachment - III:

#### Attachment - IV:

#### Attachment - V:

#### DOS PM 20

#### DOS PM 20:

#### 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. 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.

#### 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, and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

#### 4. GUARANTEE REPLACEMENT:

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

(b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

(c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

(d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

(e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

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

(g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.

(h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) (c) shall be the asked for guarantee period plus two months.

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

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

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 Purchaser 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.

20.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.

## **DOS PM 22**

### **DOS PM 22:**

Instruction to Tenderer

1. Bid /Open Authorization shall be submitted online only complying specified schedule and complete in all respects with technical specifications, including pamphlets and catalogues.

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

a) The FOB/FCA value, the C and F value for import by Sea freight / Air freight up to and for air parcel post up to should be separately indicated.

b) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of



placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.

c) The Contractor shall invoice only for the net amount payable to deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractors invoice should separately reflect the amount of commission payable to his Indian Agent.

d) The earliest delivery period and country of origin of the Stores.

e) Bankers name, address, telephone/fax Nos. and eMail ID of the Contractor.

f) The approximate net and gross weight and dimensions of packages /cases.

g) Recommended spares for satisfactory operation for a minimum period of one year.

h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.

3. The FOB/FCA and C and F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderers country.

4. The offer should be valid for a minimum period of 90 days (single part tender) and 120 days (Two part tender) from the due date of opening of the tender.

5. Samples, if called for, should be sent free of all charges.

6. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.

7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.

8. The details of Import Licence will be furnished in the Purchase Order.

9. The authority of person signing the tender, if called for, shall be produced.

10. Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only.

11. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.

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

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

b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us.

14. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.

15. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.

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

## TERMS AND CONDITIONS

### 1. DEFINITIONS:

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

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

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

(d) The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

### 2. PRICES:

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

### 3. TERMS OF PAYMENT:

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

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

a) Original Bill of Lading / Airway Bill

- b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.
- c) Packing List showing individual dimensions and weight of packages.
- d) Country of Origin Certificate in duplicate.
- e) Test Certificate.
- f) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.
- g) Warrantee and guarantee Certificate/s vide Clause 20 herein below

#### 4. IMPORTANT LICENCE:

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

#### 5. DEMURRAGE:

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

#### 6. ADDRESS OF INDIAN AGENTS:

#### 7. GUARANTEED TIME DELIVERY:

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

#### 8. INSPECTION AND ACCEPTANCE TEST:

8.1 The Purchaser 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.

8.2 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 purchasers representative to carry out the tests efficiently.

8.3 When the stores have passed the specified test, the purchasers representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.

9. MODE OF DESPATCH:

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

PORT OF ENTRY:

New Delhi/ Mumbai

11. CONSIGNEE:

Purchase and Stores Officer, Stores,

12. SHIPPING MARKS.

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

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

(name of the Centre/Unit)

Destination: .

Port of Entry:

13. INSURANCE OF THE STORES:

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

14. CONTRACTORS DEFAULT LIABILITY:

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

- a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/ agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

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

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

a) Any completed stores.

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

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

#### 16. REPLACEMENT:

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

#### 17. REJECTION :

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

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

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

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

#### 18. EXTENSION OF TIME:

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

#### 19. DELAY IN COMPLETION / LIQUIDATED DAMAGES:

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

#### 20. GUARANTEE and REPLACEMENT:

- a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.
- b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any parts thereof are faulty.
- c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals shall be made by the Contractor free of all costs to the purchaser provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.
- f) To fulfill guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser Bank Guarantee format

enclosed) from a Bank approved by the purchaser for an amount equivalent to 10Percent 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 purchasers site.

h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

#### 21 REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:

The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

#### 22. PACKING:

a) The Contractor wherever applicable shall pack and crate all stores for sea /air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shallbe held responsible for all damages due to improper packing.

b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.

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

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

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

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

b) Invoice (3 copies)

c) Packing List (3 copies)

d) Test Certificate (3 copies)

e) Certificate of Origin.

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

#### 23. ARBITRATION:

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.

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 Purchaser 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.

#### 24. LANGUAGE AND MEASURES:

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

#### 25. INDEMNITY:

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

#### 26. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

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



#### 27. SECURITY INTEREST:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

#### 28. BANK CHARGES:

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

#### 29. TRAINING:

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

#### 30. APPLICABLE LAW:

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

### **Instructions to Tenderers (PT)**

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1.This being a two part tender i.e. Technical and Commercial part separate, the Technical part should not contain Pricing information of the Tendered stores. The tenders containing Price details of the Tendered stores in Technical part will be summarily rejected. Prices should be indicated in the Price Bid template only.2.Interested tenderers may, at their option, login to <http://eprocure.isro.gov.in> and submit offers as per details in the tender notification.

3. Request for the extension of the due date will not be considered.

4.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.

5. In this tender either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorization letter obtained from their Principals/Manufacturers in their bid.

6. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the tender for the same item. If submitted, all offers submitted by the said agent shall be excluded from the procurement process.
7. SCL reserves the right to exclude the bidder from procurement process who have not agreed to furnish Security Deposit and Performance Bank Guarantee as sought vide this tender.
8. In case the bidder gives shorter validity than the period specified in the tender enquiry. SCL reserves the right to exclude the bidder from procurement process.
9. Late tenders, delayed tenders, fax quotations and e-mail quotations are not considered. Only tender submitted through ISRO e-procurement portal shall be considered.
10. SCL reserves the right to verify all claims made by the bidder.
11. SCL reserves the right to change any milestone date of the tendering activity / tender schedule.
12. Tender which is not submitted as per the of instructions mentioned herein is liable to be rejected.
13. 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.
14. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. Approximate net and gross weight of the items offered wherever required shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 without 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.

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

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

29. In case of Public Tender, the bids shall be opened in the presence of the bidders/their authorized representatives who may like to attend the tender opening against presentation of Authorization letter. In case of 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.

30. Definitions:

a) The term Purchaser shall mean the Director, Semi-Conductor Laboratory 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 Contractors 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, Software or equipment or part thereof.

d) The term Stores shall mean all that the Contractor agrees to supply under the Contract as specified in the Purchase Order including its installation, testing and commissioning as per the specifications.

### 31.PROCEDURE FOR EVALUATION OF TENDERS:

Technical Evaluation Criteria:

Vendor meeting the eligibility criteria and basic technical specifications mentioned in SCL Tender are likely to 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 prime lending rate of RBI prevailing on the date of opening of price bids and as per Instructions of Government of India as applicable from time to time..
- c. Post warranty labour only AMC charge including software upgrade support and trouble shooting shall not be taken into account for evaluation of price bids.

### **Terms and Conditions - Imported Items**

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1. The Tenderers should submit the bids through e-procurement portal <http://eprocure.isro.gov.in> and complete in all respects with technical specifications, including pamphlets and catalogues.

2. The bid should contain the following information:-

a. The FCA value for import by Air Freight upto IGI Airport, New Delhi.

b. Agency Commission: Bidders are required to provide the following information in respect of their authorised Indian Agent, if any, alongwith technical bid as the same is mandatory as is required for consideration of the bid.

Name, Address, Telephone no. , fax no., email of the Indian Agent including the contact person.

A letter from the Manufacturer/supplier in the current date certifying that the said Indian Agent is their authorised Indian Agent and also indicating the responsibilities/role of the Indian Agent under the proposed purchase.

Renumeration/service charges payable to the Indian Agent under the proposed purchase.

The amount of agency commission included in the price and payable to Indian Agent of the contractor shall be paid directly to the Indian Agents by the Purchasers in equivalent in Indian rupees on the basis of an invoice from him applying TT 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. The payment will be released to the Indian Agents within 30 days from the date of acceptance of the goods.

- c. The earliest delivery period and country of origin of the Stores.
  - d. Bankers name and address of the contractor.
  - e. The approximate net and gross weight and dimensions of packages/cases.
  - f. Details of any technical service, if required for erection, assembly, commissioning and demonstration as applicable.
3. The FCA prices quoted should be inclusive of all taxes, levies, duties arising in the tenderers country.
  4. The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
  5. Samples, if called for should be sent free of all charges.
  6. Bids will not be entertained after the due date and time.
  7. Offers made by Indian Agents on behalf of their Principals, should be supported by the necessary authorization letter from their Principals.
  8. The details of Import License will be furnished in the Purchase Order.
  9. The Authority of person submitting the tender, if called for, shall be produced.
  10. Instruction/operation manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents/correspondence should be in English Language only.
  11. The Purchaser reserves the right to accept or reject the lowest or any other offer in whole or in part without assigning any reason.
  - 12 It is expressly agreed that the acceptance of the stores contracted for is subject to final approval in writing by the Purchaser.
  - 13 a. Part shipment is not allowed unless specifically agreed to by us.
  - b. As far as possible, stores should be dispatched by Indian Flagged Vessels/ Air India or through any Agency nominated by us.
  14. Inspection/Test Certificates should be provided for the goods after testing it thoroughly at the Contractors works. If any inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.

15. Where erection or assembly or commissioning is a part of the contract, it should be done immediately on notification. The Contractor shall be responsible for any loss / damages sustained due to delay in fulfilling this responsibility.

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

## Bid Templates

Vendor to provide compliance for following

### Item Specifications

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	<p>1. SCOPE OF WORK&gt;&gt;Vendor's scope of work shall cover supply, installation &amp; commissioning of "Fume Hood" capable of handling 200 L chemical drum of high purity chemical (electronic grade). The scope of work should include the following:&gt;&gt;- Design, Detailed engineering, Fabrication and Supply of Fume Hood, as per the required specifications.&gt;&gt;- Installation of the tool and Support equipment, including all utility connections.&gt;&gt;It is not the intent of this document to completely specify all details of design and construction. Nevertheless, the systems shall conform in all respects to high standards of engineering, design and workmanship and shall be capable of performing the</p>			

	operations in a safe and efficient manner as per industry codes.			
2	<p>2. ELIGIBILITY CRITERIA&gt;&gt;Only those vendors are eligible to participate in the tender who have experience in the manufacture of similar kind of system (s), and have supplied to Electronic, Pharmacy, Chemical or Semiconductor manufacturing industries in least 3 years. Vendor should provide list of similar installations (with client details) carried out by them during the last 3 years.</p>			
3	<p>3. SCOPE OF SUPPLY&gt;&gt;- Vendor shall supply the Fume Hood as per the Technical Specifications (Refer clause 5).&gt;&gt;- Vendor shall supply all the auxiliary items like interconnect fittings etc. for tool installations; Foundation Pads/bolts, Clamps, etc. as may be required to complete the installation and commissioning of the tool.&gt;&gt;- Any items not specifically mentioned in the specifications but required for safe and efficient operations of the</p>			



	<p>system should be deemed to be included in the scope of supply of the vendor unless explicitly indicated in the bid by the vendor.</p>			
4	<p>4. SCOPE OF INSTALLATION AND COMMISSIONING&gt;&gt;- It will be the responsibility of the vendor to ensure proper installation &amp; commissioning of the Fume Hood at SCL.&gt;&gt;- Vendor shall provide guidelines for preparation of installation site. &gt;&gt;- Vendor shall uncrate the tool, move the same to the respective area (s) and install the tool on foundations, etc. &gt;&gt;- SCL will provide point of contact (POC) of exhaust within 15 feet from the Fume hood installation site.&gt;&gt;- Vendor shall bring all necessary tools/instruments etc. that may be required for successful commissioning/ installation/ verification of the Fume Hood.</p>			
5	<p>5. TECHNICAL SPECIFICATIONS&gt;&gt;Following are the detailed technical specifications of the required system. Vendor has to provide complete information as required in various</p>			

	<p>sections for proper evaluation of the system. Vendor has to provide clause by clause compliance to specifications. The statements in the compliance sheet should be supported by relevant documents/brochures.</p>			
6	<p>5.1 Fume Hood for handling Single 200L Drum&gt;&gt;(Please see the picture as per attached scope of work)&gt;&gt;a. Body Material&gt;&gt; (dimensions in meter: L*W*H – 1*1*2)&gt;&gt;Material should be “FMRC 4910” Approved&gt;&gt;a.1 Entire structure&gt;&gt;At least 15mm Thick Polypropylene coated with WPP&gt;&gt;a.2 Bottom for placing drum&gt;&gt;At least 20mm Thick Polypropylene or Chemical compatible material having capability to place drum of approximate weight 400 kg&gt;&gt;a.3 Front Door&gt;&gt;8 mm Thick clear Poly carbonate Front Double door&gt;&gt;b. Chemical Drum&gt;&gt;Capability to handle 1 drum of 200L of High purity chemical. Drum dimensions are approximately dia – 23inch or 584mm and Height 38inch or 965mm.&gt;&gt;c.</p>			

	<p>Chemical Drum Change&gt;&gt;Manual but sufficient space for drum pick and place from drum lifter. Drum dimensions are dia – 23inch or 584mm and Height 38inch or 965mm&gt;&gt;d.</p> <p>Exhaust&gt;&gt;PVC 4” duct - point of contact (POC) of exhaust within 15 feet from the Fume hood installation site.&gt;&gt;e.</p> <p>Monitoring&gt;&gt;Exhaust pressure gauge &gt;&gt;f.</p> <p>Chemical Spillage Containment&gt;&gt;f.1</p> <p>Detection &amp; collection&gt;&gt;Any spillage from platform is collected in a bottom tray and connected to Drain output line&gt;&gt;f.2 Drainage &gt;&gt;By gravity to the main drain line with manual valve &gt;&gt;</p>			
7	<p>g. Vendor to provide 9 flexible tube (5nos having dia – half inch and 4nos having dia – 3 by 4 inch) of length maximum 10 feet to connect 200 Ltr drum (which suppose to keep inside Fume Hood) to Equipment&gt;&gt;h. Space inside the Fume Hood should be adequate for placing &amp; removing the 200Ltr Drum&gt;&gt;i. Proper exhaust to remove toxic/acidic fumes&gt;&gt;j. All plumbing, tubing, fittings</p>			

	<p>or any other items required for installation shall be provided by the vendor&gt;&gt;k. All mentioned dimensions are indicative</p>			
8	<p>6. WARRANTY&gt;&gt;Vendor has to provide warranty for a period of one year from the date of Installation &amp; commissioning.</p>			
9	<p>7. SAFETY&gt;&gt;• The system shall be design to be compliant with CE standards / other Industrial safety standard.&gt;&gt; • The system shall be compliant with environmental safety standard. &gt;&gt;• Chemical leakage sensor for chemical spillage.</p>			
10	<p>8. Acceptance Procedure &gt;&gt;Tool Test: The tool shall clear the following checks&gt;&gt;• Leak sensors activation and feedback verification.&gt;&gt;• Exhaust verification.&gt;&gt;• Detailed leak check verification.&gt;&gt;• Functional check of entire system with De-Ionized Water and subsequently with chemical.</p>			

## 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 treated as unsolicited offers and rejected.</p> <p>The prices should be quoted in Price-Bid Form only.</p>	
<p>2.ELIGIBILITY CRITERIA :</p> <p>Only those vendors are eligible to participate in the tender who have experience in the manufacture of similar kind of system (s), and have supplied to Electronic Pharmacy, Chemical or Semiconductor manufacturing industries in least 3 years. Vendor should provide list of similar installations (with client details) carried out by them during the last 3 years.</p> <p>Documentary evidence in support of Eligibility criteria shall be uploaded alongwith technical bid as a separate pdf file under tab supporting documents from vendors.</p>	
<p>3.The contractor shall confirm that they have submitted the offer for new system only.</p>	
<p>4.Delivery Terms:</p> <p>For imported stores, prices shall be quoted on FOB/FCA nearest International/Gateway airport basis inclusive of all taxes, levies, duties arising in the tenderer country.</p> <p>For Indigenous stores, 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>5.GST:</p> <p>Purchaser is entitled to concessional CGST of 2.5 % and IGST of 5 % as per Ministry of Finance, Department of Revenue, Notification Nos. 45/2017 Central Tax (Rate) and 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</p>	

prices in Indian Rupees.	
<p>6.For imported materials, Purchaser is entitled to issue Customs duty exemption certificate (CDEC) to the contractor under customs notification no.51/96 dated 23.07.1996 and subsequent amendments to enable the contractor to avail off the benefit of concessional rate of customs duty under this notification. CVD under this notification is nil. In addition to the above CDEC, any documentary support requested by the contractor from the purchaser for customs clearance of goods against the above CDEC shall be provided by the purchaser.(Purchaser will provide Customs Duty Exemption Certificate in case of Import Orders/ imported supplies/ High Sea Sales).</p>	
<p>7.Security Deposit (SD):</p> <p>On acceptance of the tender, the Contractor shall submit security deposit for ten percent (10 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 / 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>8.Delivery Period:</p> <p>The contractor shall specify their best delivery period inclusive of all Govt. formalities of the exporting country.</p> <p>The said delivery period shall include the installation and commissioning of equipment after receipt of the same at SCL.The vendor shall also provide break-up of the delivery period for (i) Supply (2) Installation &amp; commissioning from the date of receipt of intimation on readiness of site.</p>	
<p>9.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</p>	

<p>calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price.</p>	
<p>10. Terms of Payment in case of overseas supplier(s):</p> <p>Being a Department of the Government of India, the normal terms of payment are by Sight Draft. The payment shall be remitted as Under:</p> <p>90% of the PO value shall be paid within 30 days of receipt of material at Purchaser site against presentation of shipping documents to SCL banker routed through contractor bank and the balance 10% amount shall be payable on successful installation, commissioning and acceptance of the equipment at Purchasers site against a Performance Bank Guarantee.</p> <p>All bank charges outside India related to the payment shall be borne by the Contractor and all bank charges in India shall be borne by the purchaser .</p>	
<p>11. Terms of payment in case of indigenous supplier(S):</p> <p>The payment shall be remitted as under: 90% of the PO value shall be paid within 30 days of the receipt of the materials at purchaser site and the balance 10% amount shall be payable on successful installation, commissioning and acceptance of the equipment at Purchasers site against a Performance Bank Guarantee.</p>	
<p>12. Warranty:</p> <p>Contractor shall provide for the tendered equipment comprehensive warranty for parts as well as labour for a period of 12 months from the date of successful installation, commissioning and acceptance of the equipment at Purchaser site at no extra charges against any manufacturing defect/faulty workmanship. In case any defect/faulty workmanship arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works.</p> <p>All expenses on the visit(s) of the contractor engineer such as To and Fro travel costs, local transportation, boarding and lodging etc. during warranty shall be borne by the contractor.</p>	
<p>13. 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</p>	

<p>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>14.a. Name and address of Indian agent, if any.</p> <p>b. Percentage of Indian agent commission, if any:</p> <p>Indian agent remuneration/service charge shall be payable by the Purchaser directly to the Indian agent in Indian Rupees based on T.T buying rate of exchange prevailing on the date of placement of purchase order within 30 days of acceptance of material at purchaser site.</p>	
<p>15.Warranty Replacements:</p> <p>If in the opinion of the purchaser it becomes necessary to replace or repair defective equipment during the warranty period, such replacement or repair 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 period of 14 months from the date of acceptance thereof.</p> <p>All replacement parts during the warranty period shall be supplied by the Contractor, free-of-cost on DDP (Delivery Duty Paid) basis with freight and insurance upto Purchaser site at S.A.S. Nagar, Punjab and customs duty applicable in India to the Contractor account including compliance with the customs procedure in India. The indigenous replacement parts, if any, shall be supplied by the Contractor free of cost on F.O.R. Purchaser site at SAS Nagar, Punjab basis.</p> <p>All defective parts including the imported parts shall be returned by Purchaser to the Contractor, if requested, on Freight to pay basis.</p>	
<p>16.POST WARRANTY SERVICE/SUPPORT:</p> <p>The Contractor shall provide spare and maintenance support for 05 years after expiry of warranty service/support.</p> <p>Vendor to quote separate for post warranty labour only AMC charges per year for a period of 05 years.</p> <p>This would be for reference only and same shall not be considered</p>	



<p>during commercial evaluation of the tendered item.</p>	
<p><b>17.SUPPLY OF SPARES AND CONSUMABLES:</b></p> <p>The Contractor to provide separately the itemized price list of recommended essential spares and consumables which will be required for meeting the essential above stated tool uptime.</p> <p>This would be for reference only and same shall not be considered during commercial evaluation of the tendered item.</p>	
<p><b>18.Replacement:</b></p> <p>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.</p>	
<p><b>19.REJECTION :</b></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 :a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, orb) terminate the Contract for default orc) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchasers rights under LD clause.</p>	
<p><b>20.Validity:</b></p> <p>The offer should be valid for a minimum period of 120 from the date of opening of Tehno-Commercial bid and 90 days after opening of Price Bid</p>	

<p><b>21. Installation and Commissioning:</b></p> <p>Installation, commissioning, and demonstration of performance of the tendered stores as per Purchaser tendered specifications shall be carried out by the Contractor at Purchaser's site at S.A.S. Nagar, Punjab, India. The contractor shall provide in advance guidelines for preparation of installation site and list of items to be supplied by Purchaser during installation.</p> <p>On receipt of intimation from the Purchaser, the Contractor shall depute its engineer to the Purchaser site within two weeks to carry out installation and commissioning and will demonstrate the functionality of the tendered equipment to Purchaser specifications as per mutually agreed acceptance procedure. The Contractor shall be responsible for any loss/damages sustained due to delay on the part of the Contractor to send its engineer for installation and commissioning.</p> <p>Failure to commission the tendered equipment successfully shall entitle Purchaser to full refund of the payment made and the interest thereon. Decision regarding successful installation and commissioning shall rest solely with the Purchaser.</p>	
<p><b>22. Mode of Despatch:</b></p> <p>In case of foreign orders, stores should be dispatched by Indian Flag Vessels/Air India or through any Agency nominated by us whose contact details shall be indicated in the purchase order.</p>	
<p><b>23. Insurance of Stores:</b></p> <p>Insurance wherever necessary, will be arranged by the Purchaser. The necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.</p>	
<p><b>24. Packing &amp; Forwarding:</b></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>25.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 Purchaser 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>26.Applicable Law:</p> <p>The Contract shall be interpreted, construed and governed by the laws of India.</p>	
<p>27.Any Other Term:</p>	

**Supporting Documents from Vendor**

**Attachment - I:**

**Attachment - II:**

**Price Bid Form**

<b>Item Description</b>	<b>Slab Range</b>	<b>Qty</b>	<b>UOM</b>	<b>Currency</b>	<b>Unit Price</b>	<b>Total Price</b>
Fume Hood For Chemical Delivery System SCL Material Code 210517525 (as per Scope of work)	-	9	No.	-	-	-

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:**