

Tender Details

Tender No: SCL/PS5/2018E0122301

Tender Date: 06/12/2018

Purchase Entity: Pur_Entity5

Tender Notice

SEMI-CONDUCTOR LABORATORYE-procurement Tender no. SCL/PS5/2018E0122301, SEMI CONDUCTOR LABORATORY (SCL) invites ONLINE offers through e-tender portal <https://eprocure.isro.gov.in> for High Speed Diesel.

Tender Documents can be downloaded from 07.12.2018 at 1701 hours to 07.01.2019 up to 1000 hours. 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 0091-20-25315555/9167969601 (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

Instructions to Tenderers (PT)

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Instructions to Tenderers (PT)a)The term 'Purchaser' shall mean the Semi-Conductor Laboratory.

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

c)The term '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 in the Purchase Order.

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 of plant, machinery or equipment of part thereof

Interested Tenderers may, at their option, login to <http://eprocure.isro.gov.in> and submit offers as per details in the tender notification.

- 1.Late tenders and delayed tenders will not be considered.
- 2.GST or any levies legally leviable to be claimed should be distinctly shown separately in the tender.
- 3.Your quotation should be valid for 90 days from the date of opening of the tender.
- 4.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.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.
- 6.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.
- 7.SCL reserves the right to change any milestone date of the tendering activity / tender schedule.

8. 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.

Bid Templates

Vendor Specified Terms

Description	Vendor Terms
<p>1. Delivery Term:</p> <p>Tenders offering firm prices will be preferred and the prices should be on F O R S C L, S. A.S Nagar basis.</p>	
<p>2. GST:</p> <p>Please mentioned applicable rate of GST.</p>	
<p>3. DELIVERY :</p> <p>The contractor shall ensure prompt delivery after receiving intimation from purchaser.</p> <p>Contacto shall arrange delivery of HSD up to tank at purchaser site.</p>	
<p>4. PAYMENT TERMS:</p> <p>Payment shall be made within 30 days of the receipt and acceptance of</p>	

<p>the materials at purchaser site.</p>	
<p>5. DELIVERY PATTERN.</p> <p>Delivery shall be obtained in staggered lots. (12KL/ lot)</p>	
<p>6. PRICES:</p> <p>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 variations.</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 non-judicial stamp paper of appropriate</p>	

<p>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 the EMD, if any, made earlier shall be forfeited, 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 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. VALIDITY:</p> <p>The tender must be valid for a minimum period of 90 days from the date of opening of bid.</p>	
<p>9. 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 as per intimation received from purchaser.</p>	

<p>10. 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 percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price 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 undelivered. Delivery of stores shall be complete on acceptance.</p>	
<p>11. ADDITIONAL REQUIREMENT:</p> <p>After exhausting the ordered quantity, the proposed purchase order can be further extended for a period of one year or as mutually agreed to.</p>	
<p>12. TEST CERTIFICATE:</p> <p>Wherever required/ asked, test certificates shall produced by the contractor.</p>	
<p>13. CONTRACTORS DEFAULT LIABILITY:</p>	

<p>The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:</p> <p>a) If in the judgment 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.</p> <p>b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.</p>	
<p>14. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:</p> <p>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.</p>	
<p>15. 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</p>	

<p>without prejudice to other terms and conditions of the Contract.</p>	
<p>16. REJECTION:</p> <p>In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser.</p>	
<p>17 GUARANTEE & REPLACEMENT:</p> <p>a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material.</p> <p>b) If in the opinion of the purchaser it becomes necessary to replace any defective stores such replacement 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 within 01 month from the date of receipt at SCL.</p>	
<p>18. ARBITRATION:</p> <p>If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in</p>	

<p>connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the adjudication of two arbitrators one to be nominated by purchaser other by a Contractor and in the event of any difference of opinion the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However the venue of such arbitration should be in India.</p> <p>In case of dispute arises with domestic/Indian suppliers the applicable Arbitration procedure shall be as per Indian Arbitration & Conciliation Act, 1996.</p>	
<p>19. APPLICABLE LAW:</p> <p>The Contract shall be interpreted, construed and governed by the laws of India.</p>	
<p>20 . Any other terms.</p>	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
High Speed Diesel (Delivery staggered as per indenter's advice.)	-	60000	Litre	-	-	-

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.