

Tender Details

Tender No: SCL/PS5/2020E0167901

Tender Date: 28/01/2020

Purchase Entity: Pur_Entity5

Tender Notice

E-Procurement Tender No. SCL/PS5/2019E0167901 dated 28.01.2020 SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for Supply of Liquefied Oxygen Gas (Purity: 99.5% minimum) in Tankers & Lots, Qty. 2,40,000 Liters . Tender documents can be downloaded from 03.02.2020 - 1701 hrs. to 03.03.2020 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

Standard Terms and Conditions

∴

1. Interested Tenderers may, login to <http://eprocure.isro.gov.in> and submit offers as per details in the tender notification.
2. Bid /Open Authorization shall be submitted on line only complying specified schedule and complete in all respects with technical specifications, including pamphlets and catalogues.
3. 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 and 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 5 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.

4. This being a two part tender Technical and Commercial part separate, the Technical part should not contain pricing information. The tenders containing Price details in technical part will be treated as unsolicited offers and rejected. Prices should be indicated in the Price Bid format only.
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 Principal/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. Request for the extension of the due date will not be considered.
8. 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.
9. Bids submitted other than the EGPS mode shall not 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 in terms of instructions mentioned herein is liable to be rejected.
13. If tender opening date happens to be a public holiday, tender will be opened on the next working day and interested bidders may depute their representatives to attend the tender opening, with proper authorization.
14. 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.
15. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
16. 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.
17. Prices are required to be quoted according to the units indicated in the tender. Where 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.
18. The quote should indicate quantity wise unit rate separately which have to be filled online. 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.
19. 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.
20. 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.

21. Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in their 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. Whenever options are 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.

22. The approximate net and gross weight and dimensions of the items offered shall be indicated in your offer. If dimensional details are available, the same should also be indicated in your offer.

23. The Tenderer would provide, the name of his banker as well as latest income tax clearance certificate duly counter signed by the income tax officer of the circle concerned under the seal of his office, if required by the purchaser duly evaluation of the tender.

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

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

26. The bids shall be opened on 1st day of opening schedule as indicated in the Tender.

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

27. PROCEDURE FOR EVALUATION OF TENDERS:

Technical Evaluation Criteria :

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

Evaluation of Price Bids:

The following elements shall be considered for evaluation of Priced Commercial offer:

a. Price quoted by the bidder in the price bid template for meeting the functionalities given in the Tender and Technical Specifications sheet.

b. Bid shall be evaluated on overall cost basis.

c. 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 suitability.

d. In the event of the bidder seeking a confirmed Letter of Credit, the bidders bid shall be loaded at the rate of 0.5 percent of the LC value towards confirmation charges. e. In the event of the bidder requiring SCL to bear bank charges outside India (foreign bank charges), the bidders bid shall be loaded at the rate 0.5 percent of the quoted value towards bank charges outside India.

28. The bid should contain the following information:

a. Agency Commission: Bidders are required to provide the following information in respect of their authorized Indian Agent, if any, along with 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 authorized Indian Agent and also indicating the responsibilities/role of the Indian Agent under the proposed purchase. Remuneration/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.

b. Details of any technical service, if required for installation and demonstration.

29. All documents/correspondence should be in English Language only.

Standard 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 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.

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. DEMURRAGE:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 34 days from the date of Air Way Bill for air consignments.

4. 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.

5. CONTRACTORS DEFAULT LIABILITY:

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 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.
- b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

6. In the event the Purchaser terminates the Contract in whole or in part as provided in Contractor Default Liability, 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 LD Clause until such reasonable time as may be required for the final supply of stores. 6.1 If this Contract is terminated as provided in Clause Contractor Default Liability, 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.

6.2 In the event the Purchaser does not terminate the Contract as provided in Contractor Default Liability, 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 LD Clause until the stores are accepted.

7. 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 Contractor Default Liability, 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 Purchasers rights under LD Clause

8. 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.

9. 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. 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.
- 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.
- 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 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 Guarantee and Replacement 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 10percentage 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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

Liquefied Oxygen Gas (In Tankers & Lots)

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Gas: Liquefied Oxygen GasPurity: 99.5 (Minimum)			
2	Max. Impurities:H2O <2.0 ppmCO < 0.5 ppmCO2 < 0.5 ppmH/C < 30 ppmN2 < 50 ppmH2 < 5.0 ppmAr < 800 ppm			
3	Purity Certificate of gas in tanker for each supply shall be provided by supplier based on which material will be accepted.			
4	Normal inspection of material will be done at SCL works. SCL, however, reserves the right to inspect the facility/material at source/ generation plant as well.			
5	Staggered delivery on as and when required basis in tankers/lots.			
6	Quoted price to remain valid/firm till the execution of entire quantity as per Purchase			

	order.			
7	Vendor to confirm compliance to the following conversion factor: 1 liter of liquefied Oxygen = 1.1416 kg			

Vendor Specified Terms

Description	Vendor Terms
<p>1. Definitions:</p> <p>a) The term Purchaser shall mean the Director, Semi-Conductor Laboratory or his successors or assignees.</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 Contractors Successors, representatives, heirs, executors and administrators unless excluded by the Contract.</p> <p>c) The term Purchase Order/Contract 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, Software or equipment or part thereof.</p> <p>d) The term Stores shall mean all that the Contractor agrees to supply under the Contract as specified in the Purchase Order</p>	
<p>2. Delivery Term:</p> <p>It will be the responsibility of the Contactor to supply the stores in Tankers and lots at SCL, SAS Nagar upon receipt of delivery schedule from purchaser.</p>	

<p>3. Goods and Service Tax (GST):</p> <p>Purchaser is entitled to concessional IGST 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.</p> <p>The bidder should take note of the same while quoting the prices in Indian Rupees.</p>	
<p>4. IMPORTANT: This being two part Tender-Technical and Commercial parts separate, the bidder should not attach any document(s) containing pricing information along with 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.</p> <p>Priced offer, if any, should be attached in Envelope-2 (Price Bid) under Supporting Documents from Vendor (Commercial), as an attachment</p>	
<p>5. Delivery Period:</p> <p>SCL requires staggered delivery on as and when required basis in Tankers/Lots.</p> <p>The contractor shall provide the supply as and when communication will be sent by Purchaser over email. Contractor to specify minimum notice period for the communication from purchaser.</p>	
<p>6. SECURITY DEPOSIT:</p> <p>a) On acceptance of the tender, the Contractor shall submit security</p>	

<p>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 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, appropriate penal action may 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 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>7. GUARANTEE OF SPECIFICATION & 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.</p>	
<p>8. Payment terms :</p> <p>Payment shall be made within 30 days of the receipt and acceptance of material at SCL.</p> <p>Weighing charges for loaded and empty tanker shall be borne by the</p>	

<p>vendor.</p>	
<p>9. VALIDITY:</p> <p>a) The tender should be valid for a minimum period of 120 days from the date of opening of Technical bid and 90 days after opening of Price bid.</p> <p>b) Quoted prices should remain valid/firm till the execution of PO (approx. 2 years).</p>	
<p>10. MODE OF DESPATCH:</p> <p>It will be responsibility of Contractor to supply the stores in Tanker at purchasers premises without any extra cost.</p>	
<p>11. 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 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 stores are delivered. If certain stores 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>12. CONSIGNEE: Purchase & Stores Officer (Stores), Semi-Conductor Laboratory, Sector 72, S.A.S. Nagar (Mohali), Punjab, India - 160 071.</p>	

<p>13. 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>14. 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>15. LANGUAGE AND MEASURES:</p> <p>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.</p>	
<p>16. APPLICABLE LAW:</p> <p>The Contract shall be interpreted, construed and governed by the laws of India.</p>	
<p>17. Acceptance Criteria:</p> <p>a) Vendor shall provide Certificate of Analysis (CoA) for the gas filled in tanker based on in house QC/third party certification alongwith each supply. Accreditation of third party/test house, if applicable, to be specified by vendor. b) Normal inspection of material will be done at SCL works.SCL, however, reserves the right to inspect the facility/material at source/generation plant as well.</p>	
<p>18. 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>19. Fall Clause:</p> <p>a) The prices charged for the stores supplied under the Contract by the vendor should in no event exceed the lowest price at which the vendor sells the stores of identical description to any other person during the</p>	

<p>period of the Contract. If at any time, the prices are reduced, the same shall be notified to the Department and shall stand correspondingly reduced.</p> <p>b) The Purchaser shall reserve the right to enter into parallel Rate Contract/s simultaneously, or at any time during the period of the Rate Contract, with one or more tenderers, and to terminate the Contract by giving one month s notice.</p> <p>The successful vendor shall maintain stocks at the station and shall make deliveries against supply orders from such stocks as and when required.</p> <p>c) The stores shall normally be supplied as per demand by purchaser. Upon receipt of the communication, the vendor shall, within agreed time, intimate the quantity that can be supplied from stock within the period stipulated therein and the time required to supply the balance quantity. If no intimation is received from the vendor, it shall be assumed that he will make the supplies within the specified time.</p>	
20. Any other terms	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
LIQUID OXYGEN (Purity : 99.5% Minimum) Max. Impurities:H2O <	-	240000	Litre	-	-

2.0 ppm,CO < 0.5 ppm,CO2 < 0.5 ppm,H/C < 30 ppm,N2 < 50 ppm,H2 < 5.0 ppm,Ar < 800 ppm					
---	--	--	--	--	--

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: