

Tender Details

Tender No: SCL/PS/2017E0064301

Tender Date: 11/05/2017

Purchase Entity: Purchase& Stores

Tender Notice

E-Procurement Tender No. SCL/PS/2017E0064301 dated May 11, 2017 SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for Acid TEOS, TEB and TMPO. Tender Documents can be downloaded from May 15, 2017 to June 12, 2017. 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 +91 20 2531 5555/ Mobile No.91679 69601 (Email: support.isro@nextenders.com) also the home page of e-procurement portal may be accessed for any technical help for registration and subsequent process. Vendors may please note that without registering in our E-procurement portal they will not be able to quote for this tender.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

IDT001197000000000000isro05401.pdf

Attachment - II:

Attachment - III:

Attachment - IV:

Attachment - V:

Instructions to Tenderers (PT)

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

2. This being two part Tender-Technical and Commercial parts separate, the bidder should not attach any document(s) containing pricing information alongwith Technical Part. The tenders containing price information in Technical Part will be treated as unsolicited offers and rejected. Prices should be indicated in the Price Bid format only .

3. SCL reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof. The bidder is at liberty to seek information related to bidding conditions, bidding process and/or rejection of its bid.

4. 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.

5. 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.

6. The vendors who have not agreed to furnish Security Deposit as sought vide this tender shall be excluded from the procurement process.

7. The tenders of bidders where the validity of the tender is shorter than the period specified in the tender enquiry shall be excluded from the procurement process.

8. Bids submitted other than EGPS mode shall not be considered..

9. SCL reserves the right to verify all claims made by the bidder.

10. SCL reserves the right to change any milestone date of the tendering activity / tender schedule.

11. Tender which is not submitted in terms of instructions mentioned herein is liable to be rejected.

12. 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.

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 tenderers 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 Price bid. When quotations are given in terms of units other than those specified in the tender form, conversion factor between the two sets of units must be furnished.

17. The quote should indicate quantity wise unit rate separately which have to be Price bid. 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. 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.

22. 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.

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

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

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

26. This being a two part tender -Technical and Commercial part separate, the Technical part should not contain Pricing information. The tenders containing Price details in Technical part will be treated as unsolicited offers and rejected.

27. The bids shall be opened on 1st day of opening schedule as indicated in the Tender Notice in the presence of the bidders/their authorized representatives who may like to attend the tender opening against presentation of Authorization letter.

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

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

28. 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. Bid shall be evaluated on overall cost basis.

- 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 Base Rate of SBI prevailing on the date of opening of price bids.

- c. 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 0.5percent of the value towards bank charges outside India.

29. The bid should contain the following information:-

- a. 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. 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. Recommended items for satisfactory operation for a minimum period of one year.

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

30. In case of Foreign vendor, the delivery terms should be FCA nearest international airport (in case items air freightable) / FOB nearest Seaport basis.

The prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer country.

31. In case of Indigenous vendor, the delivery terms should be F.O.R, SCL, Mohali, Punjab. The prices quoted should be excluding of all taxes, levies and should be mentioned separately.

32. The details of Import License will be furnished in the Purchase Order.

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

34. Part shipment is not allowed unless specifically agreed to by us.

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

36. The bid should be valid for a minimum period of 120 days from the due date of opening of the Technical Bid and 90 days after opening of Commercial bid. The tender where the validity period is shorter than the period specified in the tender enquiry shall be excluded from the procurement process.

Bid Templates

Technical specification compliance

Item Specifications

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	Specification 1: _Vendor to confirm that TEOS ,TEB and TMPO will be supplied as per the SCL specifications _____ _____			
2	Specification 2: __Vendor to confirm that cylinder of TEOS ,TEB and TMPO will be supplied as per the SCL specifications _____ _____ _____			
3	Specification 3: _ Vendor to provide Specification sheet or COA along with the			

	bid _____ - _____			
4	Specification 4: _Vendor will provide the COA of material before shipment for approval _____ _____ _____			

Vendor Specified Terms

Description	Vendor Terms
<p>1. IMPORTANT:</p> <p>This being two part Tender-Technical and Commercial parts separate, the bidder should not attach any document(s) containing pricing information alongwith Technical Part. The tenders containing price information in Technical Part will be treated as unsolicited offers and rejected.</p>	
<p>2. Delivery Term(For Foreign Vendor who quotes in Foreign currency)</p> <p>For overseas supplier, delivery terms is FCA Nearest International airport basis.</p>	

<p>3. Delivery Term (For indigenous Vendor, who quotes in Indian Rupees))</p> <p>Prices shall be quoted on F.O.R, SCL, S.A.S. Nagar, Mohali, Punjab exclusive of excise duty and taxes as may be applicable.</p>	
<p>4. TERMS OF PAYMENT IN CASE OF OVERSEAS SUPPLIER[S]:</p> <p>By Sight Draft via wire transfer upon shipment against presentation of original shipping documents to Purchaser banker.</p>	
<p>5. Bank Charges:</p> <p>In the abovesaid mode of payments, all bank charges outside India shall be borne by the Vendor and all bank charges in India shall be borne by the Purchaser.</p>	
<p>6. TERMS OF PAYMENT IN CASE OF INDIGENOUS SUPPLIER[S]:</p> <p>Payment shall be made within 30 days of the receipt and acceptance of the materials at purchaser site.</p>	

<p>7. Taxes & Excise Duty(for indigenous supplier) :</p> <p>a) Purchaser is entitled to Excise Duty exemption as per CE Notification no. 10/97 Central Excise dated March 01, 1997 amended vide Notification No. 16/2007 Central Excise dated March 01, 2007 and would accordingly issue Excise Duty Exemption Certificate in favour of the contractor quoting in Indian Rupees. The bidder should take the same into account while quoting the prices in Indian Rupees.</p> <p>b)For imported Stores, the 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.</p> <p>c) For indigenous stores, no concessional Central Sales Tax form will be issued. Please indicate the rate of Central Sales Tax (without Form C) / VAT/ Service Tax as applicable.</p> <p>d)The rates at which the said Government taxes and duties are applicable, shall be indicated separately.</p>	

<p>8. Delivery Period:</p> <p>The contractor/Supplier shall specify their best delivery period inclusive of all Govt. formalities of the exporting country for foreign vendor and Indian Govt. formalities for indigenous supplier.</p>	
<p>9. 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 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</p>	

<p>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 and / or EMD 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>f) Central PSUs/PSEs/ Autonomous Bodies / MSEs shall be exempted from the payment of Security Deposit, and instead, an Indemnity Bond shall be provide in lieu of the Security Deposit.</p>	
<p>10. GUARANTEE & REPLACEMENT :</p> <p>a) The Contractor/supplier 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 Purchaser site.</p>	
<p>11. VALIDITY:</p> <p>The tender should be valid for a minimum period of 120 days from the date of opening of Technical bid or any extension given there off and 90 days after opening of Price bid.</p>	
<p>12. MODE OF DESPATCH:</p> <p>In case of foreign supplier, Stores should be despatched through Agency nominated by the purchaser whose contact details shall be indicated in the purchase order.</p> <p>In case of Indigenous supplier, it is the responsibility of the vendor.</p>	
<p>13. CONSIGNEE:</p> <p>Sr. Purchase & Stores Officer (Stores), Semi-Conductor Laboratory,</p>	

<p>Sector 72, S.A.S. Nagar (Mohali), Punjab, India - 160 071.</p>	
<p>14. SHIPPING MARKS:</p> <p>The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follow:</p> <p>PURCHASE ORDER NO.</p> <p>DATED</p> <p>GOVERNMENT OF INDIA</p> <p>DEPARTMENT OF SPACE</p> <p>SEMI-CONDUCTOR LABORATORY</p> <p>DESTINATION: SECTOR 72, S.A.S. NAGAR (MOHALI), PUNJAB, INDIA.</p>	
<p>15. INSURANCE OF THE STORES:</p> <p>Insurance will be arranged by the Purchaser and shall be Purchaser account. Details of insurance company and policy number etc. shall be indicated in the purchase order.</p> <p>Vendor should inform Insurance company or Purchase the shipping</p>	

<p>details to enable insured the consignment.</p>	
<p>16. 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>17. 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>18. 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 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.</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>19. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause for CONTRACTORS 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 Clause for DELAY IN COMPLETION/LIQUIDATED DAMAGES until such reasonable time as may be required for the final supply of stores.</p> <p>A) If this Contract is terminated as provided in Clause for CONTRACTORS 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</p>	

<p>clauses in the manner and as directed by the Purchaser:</p> <p>a) Any completed stores.</p> <p>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.</p> <p>B) In the event the Purchaser does not terminate the Contract as provided in Clause for CONTRACTORS 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 Clause 26 until the stores are accepted.</p>	
<p>20. PACKING:</p> <p>a) The Contractor wherever applicable shall pack and crate all stores for sea /air/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</p>	

<p>Contractor shall be held responsible for all damages due to improper packing.</p> <p>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.</p>	
<p>21. ARBITRATION:</p> <p>If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in 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</p>	

Act, 1996.	
<p>22. APPLICABLE LAW:</p> <p>The Contract shall be interpreted, construed and governed by the laws of India.</p>	
<p>23. 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>24. Acceptance Criteria:</p> <p>Stores should be from the latest manufacturing lots only. Certificate of Analysis (CoA) of the Stores to be supplied by the Vendor to the Purchaser for approval prior to delivery of the consignment to the freight forwarder. The said CoA should clearly indicate the Lot Number, date of manufacture and shelf life(if any) of the stores.</p>	
25. Any Other Term:	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
ACID, TEOS (17.4 Kg / Cylinder) SCL Material Code211213047	-	34.8	Kg	-	-	-
Cylinder of TEOS SCL Material Code210417011	-	2	No.	-	-	-
Cylinder of TEB SCL Material Code210417010	-	1	No.	-	-	-
ACID, TEB (14 Kg / Cylinder) SCL Material Code211213049	-	14	Kg	-	-	-

ACID, TMPO (10 Kg / Cylinder) SCL Material Code211213048	-	10	Kg	-	-	-
Cylinder of TMPO SCL Material Code210417012	-	1	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.