

Tender Details

Tender No: SCL/CSSD/2017E0084701

Tender Date: 28/11/2017

Purchase Entity: Pur_Entity5

Tender Notice

E-Procurement Tender No. SCL/PS5/2017E0084701 dated 29.11.2017 SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for Supply of Liquefied Nitrogen Gas (In Tankers & Lots, Qty. 50,00,000 Liters) . Tender documents can be downloaded from 30.11.2017 - 1701 hrs. to 28.12.2017 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

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. 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.
3. 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.
4. Request for the extension of the due date will not be considered.
5. 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.
6. 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.
7. 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.
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. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Specifications: Stores offered should strictly conform 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. 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.

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 the purchaser against Workmen Compensation Act.
25. The authority of the person submitting the tender, if called for, should be produced.
26. The bids shall be opened as per schedule indicated in the Tender in the presence of the bidders/their authorized representatives who may like to attend the tender opening against presentation of Authorization letter.
27. The schedule of opening of Price bids shall be intimated separately to the technically qualified bidders only.
28. The purchaser reserve 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.
29. 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.

30. 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 MCLR of SBI prevailing on the date of opening of price bids.
- c. In the event of the bidder seeking a Confirmed Letter of Credit, the bidders bid shall be loaded at the rate 0.5 percent of the LC value towards confirmation charges.
- d. 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 LC value towards bank charges outside India.

31. The bid should contain the following information:-

- a. Agency Commission: Bidders are required to provide the following information in respect of the authorised Indian Agent, if any, along with 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.

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

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

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

e. 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.

32. SCL requires staggered delivery on as and when required basis in Tankers/Lots.

33. Definitions:

a) The term Purchaser shall mean the Director, Semi-Conductor Laboratory or his successors or assignees.

b) The term Contractor/Vendor 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/Contract 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.

Bid Templates

Liquefied Nitrogen Gas (In Tankers & Lots)

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	Purity : 99.95 % (Minimum)Max. Impurities:H2O<2.0 ppmO2<2.0 ppmCO<0.8 ppmCO2<0.5 ppmTHC<0.2 ppmH2<1.0 ppm			
2	Vendor shall have its own Liquid Nitrogen Generation Plant of sufficient capacity to meet SCL requirement of about 20,000L of liquid Nitrogen per day. Also, the vendor shall have adequate storage capacity to support un-interrupted supplies to SCL.			

3	Vendor to specify the back-up support in case of breakdown in bidder's manufacturing plants/systems, to ensure un-interrupted supply to SCL, on as & when required basis.			
4	Vendor's Liquid Nitrogen Generation plant shall be equipped with in-house/third party Quality Control to ensure compliance to the specified purity levels.			
5	Vendor to specify in-house quality control infrastructure viz. model/ make and resolution of the analyzers installed for measuring trace impurities in liquid nitrogen per the tender specifications.			
6	Vendor shall provide Certificate of analysis (COA) for the gas filled in tanker based on in-house QC/third party			

	certification along-with each supply. Accreditation of third party/test house, if applicable, to be specified by the vendor.			
7	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.			
8	Vendor to confirm compliance to following conversion formula to be applied for liquid Nitrogen. 1 kg LN2 =1.237 liters for LN2 = 0.88 m3 of Gaseous Nitrogen.			
9	Staggered delivery on as and when required basis in tankers/lots.			
10	Quoted price to remain valid/firm for at least 26 months from the date of PO.			

Vendor Specified Terms

Description	Vendor Terms
<p>1.1. For imported stores :</p> <p>Prices shall be quoted on C & F, Nhava Sheva Seaport, Maharashtra , INDIA basis. The prices quoted should be inclusive of all taxes, duties etc. arising in the tenderer country</p> <p>1.2. For indigenous stores :</p> <p>Prices shall be quoted on F.O.R, SCL, S.A.S. Nagar, Mohali, Punjab exclusive of GST as may be applicable.</p> <p>The rates at which the said Government taxes and duties are applicable, shall be indicated separately.</p> <p>b) For imported materials, 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>2. Splitting up of Quantity :</p> <p>The purchaser reserves the right to split the quantity (50,00,000 Liters) in the ratio of 70: 30 percent. The 70 percent quantity will be</p>	

<p>ordered on the first lowest tendered(L1) and remaining quantity of 30 percent will be ordered on the second lowest (L2) or 3rd lowest tenderer(L-3) ets,. At the rates offered by the first lowest tenderer(L-1)</p>	
<p>3. PRICES:Vendor to quote for rate per Liter of Gas. 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.</p>	
<p>4. Delivery Period:SCL requires staggered delivery on as and when required basis in Tankers/Lots.</p> <p>The contractor shall specify their best delivery period from intimation from SCL inclusive of all Govt. formalities of the exporting country for foreign vendor and Indian Govt. Formalities for indigenous supplier.</p>	
<p>5. SECURITY DEPOSIT:a) On acceptance of the tender, the Contractor shall submit security deposit for ten percent (10percent) of the value of the Contract within15 days from the date of purchase order. If the Contractor failstoprovide 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</p>	

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

<p>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>7. Payment terms :a. TERMS OF PAYMENT IN CASE OF OVERSEAS SUPPLIER :Normal terms of payment are by Sight Draft via wire transfer upon shipment against presentation of original shipping documents to Purchaser banker.</p> <p>However other terms of payment like Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.</p> <p>In the abovesaid both the 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. Purchaser banker details shall be indicated in the Purchase order.</p> <p>All LC extension charges in the LC referred to above beyond the agreed upon delivery period or the amendments to be made in the LC for reasons attributable to the Contractor shall be to the Contractor account.</p> <p>b. TERMS OF PAYMENT IN CASE OF INDIGENOUS SUPPLIER :Payment shall be made within 30 days of the receipt and acceptance of material at SCL.Weighing charges for loaded and empty tanker shall be borne by the vendor.</p>	

<p>8. VALIDITY:</p> <p>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. The tender where the validity period is shorter than the period specified in the tender enquiry, shall be excluded from the procurement process. Quoted prices should remain valid for at least 26 months from the date of PO or till the execution of PO.</p>	
<p>09. GUARANTEED TIME DELIVERY :</p> <p>The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.</p>	
<p>10. MODE OF DESPATCH:</p> <p>For overseas supplier, delivery terms is C&F, it is vendors responsibility to ship the cargo through any flag vessels.</p>	
<p>11. PORT OF ENTRY for Overseas supplier:</p> <p>Nhava Sheva Seaport, Maharashtra , INDIA</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. 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. DATEDGOVERNMENT OF INDIA DEPARTMENT OF SPACE SEMI-CONDUCTOR LABORATORY DESTINATION: SECTOR 72, S.A.S. NAGAR (MOHALI),PUNJAB, INDIA.</p>	
<p>14. 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</p>	

<p>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>15. 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 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 un- delivered. Delivery of stores shall be complete on Acceptance.</p>	
<p>16. PACKING: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 Contractor shall be 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.</p>	
<p>17. ARBITRATION: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</p>	

<p>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. In case of dispute arises with domestic/Indian suppliers, the applicable Arbitration procedure shall be as per Indian Arbitration & Conciliation Act, 1996.</p>	
<p>18. 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.</p>	
<p>19. APPLICABLE LAW: The Contract shall be interpreted, construed and governed by the laws of India.</p>	
<p>20. 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.</p>	
<p>21. 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</p>	

<p>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.</p>	
<p>22. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 20 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 22 until such reasonable time as may be required for the final supply of stores. A) If this Contract is terminated as provided in Clause 20 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.</p> <p>B) In the event the Purchaser does not terminate the Contract as provided in Clause 20, 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 14 until the stores are accepted.</p>	

23. Acceptance Criteria:Stores should be from the latest manufacturing lots only. Purity/Certificate of Analysis (CoA) of each cylinder 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 of the stores.	
24. Vendor to confirm compliance to the following conversion factor : 1KgLN2=1.237 liters for LN2 = 0.88 m3 of Gaseous Nitrogen	
25. Any other terms	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
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Liquefied Nitrogen Gas (in Tankers & Lots) . Purity: 99.95% (Min.), Max. Impurities: H2O < 2 ppm, O2 < 2 ppm, CO < 0.8 ppm, CO2 < 0.5 ppm, THC < 0.2 ppm, H2 < 1.0 ppm	-	5000000	Litre	-	-	-
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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.