

Tender Details

Tender No: SCL/PS4/2021E0202101

Tender Date: 29/06/2021

Purchase Entity: Pur_Entity4

Tender Notice

Tender Notice

E Procurement Tender No. SCL/PS4/2021E0202101 dated 29.06.2021 SEMICONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e tender portal <https://eprocure.isro.gov.in> for Lid with Preform, Size: OD 710 mils X 710, ID 660 mils X 660 mils as per attached Tender. Tender documents can be downloaded from 30.06.2021 to 30.07.2021. 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 email ID to register on the above portal. Only online tenders will be accepted. No Manual/Postal/ courier/ email/fax tender will be entertained. Please note Tender fee shall not be applicable for tenders submitted online 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.

This being a two part tender Technical and Commercial part separate, the Technical part should not contain any 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.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

IDT0031660000000000isro05401.pdf

Attachment - II:

IDT0031660000000000isro05402.pdf

Attachment - III:

Attachment - IV:

Attachment - V:

Instructions to Tenderers (PT)

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1. INSTRUCTIONS TO TENDERERS 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 online only complying specified schedule and complete in all respects with technical specifications, drawing including pamphlets and catalogues.

3. This being a two part tender Technical and Commercial part separate, the Technical part should comprise only technical information, unpriced bid form and drawing etc. and it shall not contain any pricing information. The tenders containing Price details in technical part will be treated as unsolicited offers and will be rejected. Prices should be indicated in the Price Bid format only.

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 date of authorization letter obtained from their Principal/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.Request for the extension of the due date will not be considered.

7.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.

8.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.

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.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, enduse etc. given by the purchaser, are confidential and shall not be disclosed to any third party.

16.Prices are required to be quoted according to the units indicated in the tender. 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.

17. 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 and currency. 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. 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.

21. 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.

22. The Tenderer would provide, the name of his banker as well as 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 duly evaluation of the tender.

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 bids shall be opened on 1st day of opening schedule as 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.

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.

26. PROCEDURE FOR EVALUATION OF TENDERS:

Technical Evaluation Criteria :

Vendor meeting the eligibility criteria and basic technical specifications, drawing 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. . 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 suitably.

e. 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.

f. 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.

27.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, 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 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.

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

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

 II. TERMS AND CONDITIONS

1.DEFINITIONS:

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

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

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

2.PRICES:

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

3. DEMURRAGE:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed to the bankers within a reasonable time (say within 1012 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. INSPECTION AND ACCEPTANCE TEST:

5.1 The Purchasers representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractors premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchasers representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractors premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

5.2 For tests on the premises of the Contractor or of any of his subContractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchasers representative to carry out the tests efficiently.

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

6. PORT OF ENTRY:

New Delhi (for air shipment) / Mumbai (for sea shipment)

7. CONSIGNEE:

Sr. Purchase and Stores Officer, Stores

8. SHIPPING MARKS.

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

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

(name of the Centre/Unit)

Destination:

9. Port of Entry:

10. 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 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.

11. 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.

11.1 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.

11.2 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.

12. 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 Purchaser's rights under LD Clause

13. 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.

14. 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 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.

c. If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores.

In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

15. 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.

16. PACKING:

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

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

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

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

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

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

b. Invoice (3 copies)

c. Packing List (3 copies)

d. Test Certificate (3 copies)

e. Certificate of Origin.

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

17. 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.

18. 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 fulfilment of the Contract.

19. 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.

20. 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.

21. 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 Contractor. 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.

22. 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 eprocurement 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 eprocurement 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 emailed by the bidder to the help desk, for resolution of the problem, at least 4 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 eprocurement website.

Purchaser will make all efforts to resolve technical queries reported by the bidders but will not be bound to do so if the problems are reported beyond the time mentioned above. Purchaser will not be responsible for non submission of bids for such cases.

The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid well in advance before closing date and time to avoid last minute issues.

DOS PM 20

DOS PM 20:

INSTRUCTIONS TO TENDERERS AND TERMS CONDITIONS OF TENDER

1. Bid /Open Authorization shall be submitted on-line only complying specified schedule.

2. Late tenders and delayed tenders will not be considered.

3. GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.

4. (a) Your quotation should be valid for 90 days (single part tender) and 120 days (two part tender) from the date of opening of the tender.

(b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

5. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non acceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

(d) Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

6. 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.

7. 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.

8. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.

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

TERMS CONDITIONS OF TENDER

1. DEFINITIONS:

(a) The term PURCHASER shall mean Semi-Conductor Laboratory, under the administrative control of DOS, Government of India..

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

(c) The term STORES shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order. (d) The term PURCHASE ORDER shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

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

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

4. DESPATCH: The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on said to contain basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract. Any dispatch action shall start only after receipt of purchase order signed by competent authority and as per terms and conditions.

5. TEST CERTIFICATE: Wherever required, test certificates shall be uploaded in EGPS.

6. ACCEPTANCE OF STORES:

(a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.

(b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

(c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they shall be rejected.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 6 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

7. REJECTED STORES: Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

8. DELIVERY:

(a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.

(b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.

(i) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(ii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor. In the event of action being taken under sub-clause (iii) of clause 10(b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

9. EXTENSION OF TIME: As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 09 thereof.

10. PAYMENT: Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

11. MODE OF PAYMENT: Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

12. 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.

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

14. ARBITRATION: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

15. COUNTER TERMS AND CONDITION OF SUPPLIERS:Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

16. 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.

17. In e-procurement system submission of bid is a two-step process. After submission of their bids, bidders have to wait for bid sealing by Purchaser. Subsequently, bidders have to complete open authorization in the e-procurement system to enable the Purchaser to open the bid. If open authorization is not completed by the bidder, then Purchaser will not be able to open the bid and the bid becomes invalid.

In case bidder encounters any technical snag pertaining to e-procurement system while acting on the tender, computer screen shot of the error message with date time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk, for resolution of the problem, at least 2 working days before the due date and time of bid submission. The contact detail of the help desk is available on the home page of the e-procurement website.

Purchaser will make all efforts to resolve technical queries reported by the bidders but will not be bound to do so if the problems are reported beyond the time mentioned above. Purchaser will not be responsible for non-submission of bids for such cases.

The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid well in advance before closing date and time to avoid last minute issues.

Bid Templates

Vendor Specified Terms

Description	Vendor Terms
1.All item(s) should be New.	
2.This being a two part tender Technical and Commercial part (Price Bid) separate, the Technical part should comprise only technical information, drawing & unpriced bid form etc and it should not contain any pricing information. The tenders containing Price details in technical part will be treated as unsolicited offers and will be rejected Prices should be indicated in the Price Bid (commercial part) format only.	
3.Delivery Terms: For Indigenous stores, prices shall be quoted on F.O.R. destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of GST as may be applicable.	
4.Goods and Service Tax (GST): Please mention percentage of applicable GST. Purchaser is entitled to concessional CGST of 2.5 % and IGST of 5 % as per Ministry of Finance, Department of Revenue, Notification Nos. 45	

<p>2017 Central Tax (Rate) and 472017 Integrated Tax (Rate) both dated 14th November, 2017 respectively and would accordingly issue Exemption Certificate in favour of the contractor quoting in Indian Rupees. The bidder should take note of the same while quoting the prices in Indian Rupees.</p>	
<p>5. Terms of Payment (For indigenous vendor):</p> <p>Terms of payment in case of indigenous supplier(S):</p> <p>100% payment of the PO value shall be paid for the accepted stores within 30 days from the date of receipt of the materials at SCL.</p>	
<p>6. TDS:</p> <p>If Tooling is involved then TDS shall be applicable on Tooling as per latest Income Tax Act and shall be deducted from the payment.</p>	
<p>7. Validity:</p> <p>The offer should be valid for a minimum period of 120 days (Two part tender) from the date of opening of Bid or any extension given there off.</p>	
<p>8. Delivery Period:</p>	

<p>The contractor shall specify their best delivery period lead time inclusive of all Govt. formalities .</p>	
<p>9.Mode of Despatch: Vendor responsibility.</p>	
<p>10.Liquidated Damages (LD): If the Contractor fails to deliver the stores within the time specified in the contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of onehalf of one percent (0.5 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.</p>	
<p>11.Security Deposit (SD): On acceptance of the tender, the Contractor shall submit security deposit for three percent (03 percent) value of the Purchase Order (PO) within 15 days from the date of PO towards successful execution of the PO. Security Deposit shall be submitted through Demand Draft/Bankers Cheque/fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on nonjudicial stamp paper of appropriate value, and shall be valid for a period of sixty (60) days beyond the date for completion of the Purchase Order.</p>	

<p>(This will be returned by SCL immediately on execution of the PO satisfactorily as per order terms. If not, the amount will be forfeited).</p> <p>Central PSUs/PSEs/PSEs/Autonomous Bodies/MSMEs shall be exempted from the payment of Security Deposit, and instead, an Indemnity Bond shall be secured from them in lieu of the Security Deposit.</p> <p>In case a BG is submitted vendor shall inform issuing bank e mail ID to submit BG confirmation to us by sending e mail to njain@scl.gov.in and copy to skumar@scl.gov.in and vmehta@scl.gov.in.</p>	
<p>12.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>13.Replacement:</p> <p>If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the contractor within a</p>	

<p>reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.</p>	
<p>14.Packing and Forwarding:</p> <p>The Contractor shall pack all stores for road, rail or air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail, air. The Contractors shall be responsible for all damages due to improper packing.</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 i.e. SCL on receipt of such notice after verification, if found justified, 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>16.Arbitration:</p> <p>In the event of any disputes, differences or claims arising out of or relating to the interpretation and application of the Contract, such disputes or differences or claims 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 disputes, then the unresolved disputes or differences or claims 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>	

17.Applicable Law: The Contract shall be interpreted, construed and governed by the laws of India.	
18.Name & Address of Vendor: The vendors are requested to communicate the name & address of vendor for placing PO as well as indicate the contact phone no. or email address of authorised person who can provide reply to our clarifications.	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
Lid with Preform OD 710 mils X	-	800	No.	-	-	-

710, ID 660 milsX 660 mils						
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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.