

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
SEMI-CONDUCTOR LABORATORY (SCL)  
CHANDIGARH**

**Tender for Supply, Installation, Commissioning of High Pressure  
Homogenizer, as per specifications - SCL CODE 210417790**

**Bids to be submitted online**

**Tender No.: SCL/PurUnit -1/SC202100002301 dated 20-07-2021**

## A. Tender Details

Tender No :	<b>SCL/PurUnit -1/SC202100002301</b>
Tender Date :	<b>20-07-2021</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>PurUnit -1</b>
Centre :	<b>SEMI-CONDUCTOR LABORATORY (SCL)</b>

### **Procurement of Supply, Installation, Commissioning of High Pressure Homogenizer, as per specifications - SCL CODE 210417790**

E-Procurement Tender No. SC202100002301 SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eproc.vssc.gov.in> for Supply, Installation and Commissioning of High Pressure Homogenizer. 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.

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://eproc.vssc.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 and 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.

#### **A.1 Tender Schedule**

Bid Submission Start Date :	<b>20-07-2021 17:00</b>
Bid Clarification Due Date :	<b>02-08-2021 12:00</b>
Bid Submission Due Date :	<b>18-08-2021 14:00</b>

Bid Opening Date : **20-08-2021 16:00**

Price Bid Opening Date : **31-08-2021 12:00**

## B. Tender Attachments

### Technical Write-up/Drawings

Document : specifications

### Instructions To Vendors

#### 2. INSTRUCTIONS TO TENDERERS

1. Bid shall be submitted on-line only complying to specified tender schedule.
2. EGPS being electronic system, system will not permit late and delayed tenders. Late tenders and delayed tenders will not be considered.
3. GST and/or other duties/levies that are legally leviable and intended to be claimed should be distinctly shown in the tender for our evaluation apart with basic cost.
4. (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 available. 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.
5. 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.
6. The tenderer should submit 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.
7. The authority of the person signing the tender, if called for, should be produced.
8. In case of any difference between General Terms & Conditions enclosed and Terms & Conditions specific to this tender i.e. technical specifications & Vendor Specified Terms, the terms and conditions specific to this tender will prevail.
9. Vendors shall not be allowed to modify or alter or make changes to their bids after the closing date and time for Tender Download & bid submission. Also any changes communicated for closing date &

time of bid submission shall not be accepted.

### 3. TERMS CONDITIONS OF TENDER

#### 1.DEFINITIONS:

- (a) The term PURCHASER shall mean the President of India or his successors or assigns.
- (b) The term CONTRACTOR shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractors successors, 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 including erection of plants machinery and subsequent testing, should such a condition is included in the Purchase Order.
- (d) The term PURCHASE ORDER shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores 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.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 Contractors 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. 7 (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.

#### 4.REJECTED STORES:

Rejected stores will remain at destination at the Contractors 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 Contractors address at the Contractors entire risk and expense,

freight being payable by the Contractor at actuals.

#### 5.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 recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

(ii) 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

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorize 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 (ii) (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.

#### 6.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 purchasers right to recover liquidated damages. The purchaser reserves the right to reject or accept the vendors request for extension of time.

#### 7.ERECTION OF PLANT MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the

Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

#### 8.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.

#### 9.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.

#### 10.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.

#### 11.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.

12.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. Any issues or problems shall be communicated before 48 hours of closing date and time of bid submission. Any issue reported with less than 48 hours are not binding on the Purchaser i.e SCL.

#### 4. Instruction to Tenderers (PT)

1.This being a two part tender i.e. Technical and Commercial part separate, the Technical part should not contain Pricing information of the Tendered stores. The tenders containing Price details of the Tendered stores in Technical part will be summarily rejected. Prices should be indicated in the Price Bid template only.

2.Interested tenderers may, at their option, login to <https://eproc.vssc.gov.in> and submit offers as per details in the tender notification.

3. Request for the extension of the due date will not be considered.

4.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.

5.SCL reserves the right to exclude the bidder from procurement process who have not agreed to furnish Security Deposit and Performance Bank Guarantee as sought vide this tender.

6. In case the bidder gives shorter validity than the period specified in the tender enquiry. SCL reserves the right to exclude the bidder from procurement process.

7. Late tenders, delayed tenders, fax quotations and e-mail quotations are not considered. Only tender submitted through ISRO e-procurement portal shall be considered.

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

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

10.Tender which is not submitted as per the of instructions mentioned herein is liable to be rejected.

11.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.

12.It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.

13.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.

14.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.

15.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.

16.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.

17.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.

18.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.

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

20. 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.

21.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.

22. 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.

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 without 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.In case of Public Tender, the bids shall be opened in the presence of the bidders/their authorized representatives who may like to attend the tender opening against presentation of Authorization letter. In case of 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.

#### 27.PROCEDURE FOR EVALUATION OF TENDERS:

##### Technical Evaluation Criteria:

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

##### Evaluation of Price Bids

The following elements shall be considered for evaluation of Price Bids:

- a.Price quoted by the bidder in the price bid template is 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.
- c.Post warranty AMC charges and cost of recommended spares and Consumables shall not be taken into account for evaluation of price bids.

## C. Bid Templates

### C.1 Technical Bid - Supply, Installation, Commissioning of High Pressure Homogenizer, as per specifications - SCL CODE 210417790

#### 1. Supply, Installation, Commissioning of High Pressure Homogenizer, as per specifications

Document : Full Indent

#### Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Eligibility Criteria	Equipment manufactured in India only to be quoted. Bidder has to mention the location of manufacturing unit in India.	Yes / No / Explain		
2	1. Applications:	Equipment should be capable for applications like Particle size reduction of alkaline & acidic silica slurries with solid loading up to 15%.	Yes / No / Explain		
3	2. System type	System should be Electro hydraulic (air cooled) constant high pressure homogenizer to prepare stable nano-emulsions, nano-dispersions etc.	Yes / No / Explain		
4	3. Minimum Sample Volume	Minimum Sample Volume: 14 ml or more.	Yes / No / Explain		
5	4. Flow Rate	Flow Rate range: approx. 60 ml/min – 100 ml/minute.	Yes / No / Explain		
6	5. Operating pressure	Operating pressure: should be up to 30,000psi.	Yes / No / Explain		

7	6. Interaction Chamber	System should have fixed geometry Interaction Chamber (no moving parts) made out of hard materials like Polycrystalline diamond to minimise erosion for long durability & reducing contamination during processing of high abrasive materials like silica slurry.	Yes / No / Explain		
8	7. Interaction Chamber design	The Interaction Chamber should have micro channel of fixed orifice the dimensions of which should not change with pressure.	Yes / No / Explain		
9	8. Pressure controller and display	It should have digital pressure control & display.	Yes / No / Explain		
10	9. Stroke counter with maintenance reminder	It should have integrated stroke counter with maintenance reminder to ensure dependable process performance over time with maintenance reminder and operator alerts.	Yes / No / Explain		
11	10. Cooling coil, chilled bath and re-circulation assembly	System should be coupled with single pass cooling coil for cooling of product. Cooling coil, chilled bath and re-circulation assembly should be provided to allow continuous flow back to feed reservoir.	Yes / No / Explain		
12	11. Automatically stop mechanism	System must automatically stop processing product without exceeding set operating pressure upon accidental downstream pipeline closure.	Yes / No / Explain		
13	12. Reliable cleaning of system	System should have pressure piping for reliable cleaning without disassembling the machine.	Yes / No / Explain		

14	13. Glass and SS inlet reservoirs	Glass & SS inlet reservoirs of approximate size 300ml & 1 litre respectively, 1 no. each should be provided.	Yes / No / Explain		
15	14. External process pressure gauge	External process pressure gauge for inline monitoring of pressure must be provided.	Yes / No / Explain		
16	15. Required accessories & attachments	Vendor to provide all the required accessories & attachments required for installation and operation along with the main unit.	Yes / No / Explain		
17	16. Safety Certification	System should have appropriate certification i.e. CE to the equipment complying with safety and quality.	Yes / No / Explain		
18	17. Installed base references	Installed base reference to premier institute for same application and model to be provided.	Yes / No / Explain		
19	18. Repeatable and guaranteed processes for scale up	All processes must be repeatable & preferably guaranteed to 100% scale up to pilot and/or production volumes for the same pressure range.	Yes / No / Explain		
20	19. Particle size & distribution	Processed product should have uniform particle size distribution with average particle size between 120 – 150 nm and maximum particle size (D90) < 400nm estimated using DLS technique.	Yes / No / Explain		
21	20. Technically evaluation by processing the aqueous silica slurry	System will be technically evaluated by processing the aqueous silica slurry (pH: ~11, viscosity: <5CP, Mean particle size: 250nm - 350nm) provided by Semi-Conductor Laboratory (SCL) prior to opening the commercial/price bid.	Yes / No / Explain		

22	20.1. Particle size of processed sample	Bid will be technically accepted if the size of silica particles/aggregates ranges 120 – 150 nm when measured through DLS at SCL on processed & returned samples; provided other parameters in the specifications (under sl. no. 1 to 19) comply in all respects.	Yes / No / Explain		
23	20.2. Dispatch of slurry samples	Sample will be sent by SCL to the vendors within India & Indian representative. However, responsibility of returning the processed samples safely lies with the bidder and/or OEM at no additional cost.	Yes / No / Explain		
24	20.3. Minimum sample quantity of slurry	Bidder to inform the minimum sample quantity of slurry required (but not more than 1 litre) for processing through their equipment, and mailing address for sample.	Yes / No / Explain		

25	21. Pre-delivery evaluation	<p>Pre-delivery evaluation: The selected vendor shall have to process 5-10 litres of sample provided by SCL and demonstrate Avg. Particle Size &amp; Particle Size Distribution through the same equipment at their works.</p> <p>Size reduction of silica aggregates in silica slurry (pH: ~11, viscosity: &lt;5CP), should be as per below mentioned parameters.</p> <ul style="list-style-type: none"> <li>• Before processing: Mean size: 250nm - 350nm</li> <li>• After processing : Mean size: 120nm - 150nm, &amp; Maximum Particle size D90 : &lt; 400nm.</li> </ul> <p>The average particle size &amp; Max particle size will be measured using DLS technique.</p>	Yes / No / Explain		
26	22. OTHER TERMS & CONDITIONS:		-		
27	22.1. INSTALLATION AND COMMISSIONING	<p>INSTALLATION AND COMMISSIONING: Installation &amp; Commissioning will be done by company/factory trained service engineer.</p>	Yes / No / Explain		
28	22.2. ACCEPTANCE CRITERION	<p>ACCEPTANCE CRITERION: Equipment will be accepted at SCL based on water flow rate at different pressures, preferably at 10,000, 20,000 &amp; 30,000 psi.</p>	Yes / No / Explain		

29	22.3. TRAINING	TRAINING: Vendor to provide comprehensive training related to operation, calibration, maintenance & safety of equipment at SCL, immediate after acceptance of the equipment. However, vendor should also answer to the queries over phone & email whenever required.	Yes / No / Explain		
30	22.4. WARRANTY	WARRANTY: Vendor to provide comprehensive parts and labour warranty (excluding consumables) for a period of minimum 1 year after acceptance of the system by SCL. List of consumable not covered under warranty shall be mentioned separately.	Yes / No / Explain		
31	22.5. POST-WARRANTY AMC	POST-WARRANTY AMC: Vendor shall quote separately for post warranty comprehensive (labour & parts) AMC for 5 years, for reference purpose only.	Yes / No / Explain		
32	22.6. RECOMMENDED SPARES AND CONSUMABLES	RECOMMENDED SPARES AND CONSUMABLES: Vendor to provide itemized quote for spares and consumables for one year of operation, for reference only.	Yes / No / Explain		
33	22.7. TECHNICAL DOCUMENTATION	TECHNICAL DOCUMENTATION: Vendor to supply hard and soft copy manuals related to operation, maintenance and schematic in English language. Technical documentation should include safety operating procedure.	Yes / No / Explain		



34	22.8. POWER & UTILITIES / FOOT PRINT DIMENSIONS	POWER & UTILITIES / FOOT PRINT DIMENSIONS: Single/three Phase, 220VAC/415VAC ± 10%, 50 Hz ± 5%. Vendor to give a list of other facilities/utilities needed for installation & operation as applicable to the equipment.	Yes / No / Explain		
35	22.9. Installation-bases	Vendor should have supplied and commissioned at least 5 similar equipments in last 3 years to Government labs / R&D institutions/ IITs. The vendor to provide list of installation-base along with details of the user and year of installation.	Yes / No / Explain		
36	22.10. Spare & maintenance support	Vendor to provide spare & maintenance support for minimum 7 years after expiry of warranty period.	Yes / No / Explain		

## Supporting Documents required from Vendor

### 1. Supporting Documents for Quoted Specifications

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	<p>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 summarily rejected.</p> <p>The prices should only be quoted in Price Bid template and supporting documents from the vendor (Commercial).</p>	Yes / No / Explain	
2	<p>Eligibility Criteria: Equipment Manufactured in India only to be quoted. Bidder has to mention the location of manufacturing unit in India.</p>	Yes / No / Explain	
3	<p>Delivery Term: Price shall be quoted on F.O.R. destination basis i.e. SCL, S.A.S Nagar, Mohali, Punjab basis exclusive of GST as may be applicable.</p>	Yes / No / Explain	
4	<p>GST: Purchaser is eligible to issue concessional GST exemption certificate to avail concessional GST of 5% for supply portion as per Ministry of Finance, Department of Revenue, Notification Nos. 45/ 2017 Central Tax (Rate) and 47/2017 Integrated Tax (Rate) both dated 14th November, 2017 respectively and would accordingly issue Exemption Certificate in favour of the vendor.</p> <p>However on Services (Works, Installation), GST at existing rate shall be applicable without concession. The current rate of GST on Services is 18%.</p>	Yes / No / Explain	

5	<p>Security Deposit (SD): On acceptance of the tender, the Vendor shall submit security deposit for three percent (3% 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 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.</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>Note: Vendor to ensure that Banker gives Bank Guarantee (BG) confirmation over email from their Domain directly, immediately after issuance of the same at the following email IDs:</p> <p>njain@scl.gov.in abudhwar@scl.gov.in dc@scl.gov.in</p> <p>In addition the banker may send a scanned copy of the BG as an attachment.</p>	Yes / No / Explain	
6	<p>Delivery Period: The vendor shall specify their best delivery period. The said delivery period shall include the installation and commissioning of equipment after receipt of the same at SCL.</p> <p>The vendor shall also provide break-up of the delivery period for (i) Supply (ii) Installation &amp; commissioning from the date of receipt of intimation on readiness of site.</p>	Yes / No / Explain	

7	<p>Liquidated Damages (LD): If the Vendor fails to deliver the stores within the time specified in the contract or any extension thereof, the purchaser shall recover from the Vendor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price. Delivery of stores means supply, Installation, commissioning, training and acceptance as applicable.</p>	Yes / No / Explain	
8	<p>Terms of payment(S): The payment shall be remitted as under: 90% of the PO value shall be paid within 30 days of the receipt of the materials at purchaser site and the balance 10% amount shall be payable on successful installation, commissioning and acceptance of the equipment Purchasers site against a Performance Bank Guarantee.</p>	Yes / No / Explain	
9	<p>Warranty: The Vendor shall provide for the tendered equipment comprehensive warranty for parts as well as labour for a period of 24 months from the date of successful installation, commissioning and acceptance of the equipment at Purchaser site at no extra charges to Purchaser. In case any defect/faulty workmanship arises during warranty period, the Vendor should replace/rectify the same at its own cost at site/works of the Purchaser.</p> <p>All expenses on the visit(s) of the vendor engineer such as To and Fro travel costs, local transportation, boarding and lodging etc. during warranty shall be borne by the contractor.</p> <p>List of consumables not covered under warranty shall be mentioned separately.</p>	Yes / No / Explain	

10	<p>Performance Bank Guarantee (PBG): The Vendor shall furnish a Bank Guarantee (as per format given by purchaser) from any nationalized/scheduled bank for an amount equivalent to three percent (3 percent) of the value of the Contract and shall be valid for a period of 60 days beyond the expiry date of warranty period. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Vendor without any interest.</p> <p>Alternately, the vendor instead of submitting separate BG for Security Deposit and Performance Bank Guarantee can submit one BG for 3% of PO value within 15 days of PO and valid till the completion of warranty period plus two months. This will serve as Security Deposit and Performance Bank Guarantee.</p>	Yes / No / Explain	
11	<p>Warranty Replacements: If in the opinion of the purchaser if it becomes necessary to replace or repair defective equipment during the warranty period, such replacement or repair shall be made by the Vendor free of all costs to the Purchaser provided the notice informing the Vendor of the defect is given by the Purchaser in this regard, within period of 26 months from the date of acceptance thereof.</p> <p>All replacement parts during the warranty period shall be supplied by the Contractor, free of cost on F.O.R. Purchase site at S.A.S. Nagar, Punjab basis.</p>	Yes / No / Explain	
12	<p>Post Warranty Service/Support: Vendor to quote separately for post warranty comprehensive (labour &amp; parts) AMC charges for 5 years. This shall be for reference purpose only.</p> <p>The quote for post warranty AMC shall be uploaded as a separate pdf file under tab supporting documents from vendor.</p> <p>(This would be for reference only and same shall not be considered during commercial evaluation of the tendered item.)</p>	Yes / No / Explain	

13	<p>Supply of Spares and Consumables:</p> <p>The Vendor to provide itemized quote for spares and consumables for one year of operation for reference only.</p> <p>The price list shall be uploaded as a separate pdf file under tab supporting documents from vendor.</p> <p>This would be for reference only and same shall not be considered during commercial /price bid evaluation of the tendered item.</p> <p>Vendor to provide spare &amp; maintenance support for minimum 7 years after expiry of warranty period.</p>	Yes / No / Explain	
14	<p>New Machine Certificate:</p> <p>The vendor shall submit a certificate alongwith the equipment as well as with the documents for claiming payment indicating the date of manufacture and certifying that the equipment supplied is brand new equipment and not used/refurbished/remanufactured/reconditioned equipment.</p>	Yes / No / Explain	
15	<p>Replacement:</p> <p>If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Vendor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the vendor 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.</p>	Yes / No / Explain	

16	<p>Rejection: In the event that any of the stores supplied by the Vendor 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 Vendor fails to do so, the purchaser may at his option either :</p> <p>a)replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or b)terminate the Contract for default or c)acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchasers rights under LD clause.</p>	Yes / No / Explain	
17	<p>Validity: The offer should be valid for a minimum period of 120 days from the date of opening of Tehno-Commercial bid and 90 days after opening of Price Bid.</p>	Yes / No / Explain	

18	<p>Installation and Commissioning:</p> <p>Installation, commissioning, and demonstration of performance of the tendered stores as per Purchaser tendered specifications shall be carried out by the Vendor at Purchaser's site at S.A.S. Nagar, Punjab, India.</p> <p>The vendor shall provide in advance guidelines for preparation of installation site and list of items to be supplied by Purchaser during installation.</p> <p>On receipt of intimation from the Purchaser, the Vendor shall depute their engineer to the Purchaser site within two weeks to carry out installation and commissioning and will demonstrate the functionality of the tendered equipment to Purchaser specifications as per mutually agreed acceptance procedure. The Vendor shall be responsible for any loss/damages sustained due to delay on the part of the Contractor to send its engineer for installation and commissioning.</p> <p>Failure to commission the tendered equipment successfully shall entitle Purchaser to get full refund of the payment made and the interest thereon. Decision regarding successful installation and commissioning shall rest solely with the Purchaser.</p>	Yes / No / Explain	
19	Mode of Despatch: Vendor responsibility.	Yes / No / Explain	
20	<p>Packing Forwarding Insurance:</p> <p>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.</p>	Yes / No / Explain	



21	<p><b>Despatch:</b> The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the details of 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.</p>	Yes / No / Explain	
22	<p><b>Technical Documentation:</b> The vendor shall provide Soft copy of technical documentation covering operation, maintenance and schematic as specified in the technical specifications. All documentation shall be in English language only.</p>	Yes / No / Explain	
23	<p><b>TEST CERTIFICATE :</b> Wherever required, test certificates should be sent along with the dispatch documents.</p>	Yes / No / Explain	

24	<p>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 VENDOR 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.</p>	Yes / No / Explain	
25	<p>Applicable Law: The Contract shall be interpreted, construed and governed by the laws of India.</p>	Yes / No / Explain	
26	<p>Indicate the Name &amp; address of the vendor for placing purchase order along with their e-mail id , contact person name &amp; designation , Telephone no. and fax no.</p>	Yes / No / Explain	

27	The participating Vendors/Suppliers/Service Providers shall indicate specifically whether they fall in the category of Class-1 local supplier or Class-II local supplier or Non-local supplier for evaluation as per Ministry of Commerce & Industry office order no. P-45021/2/2017-PP(BE-II) dt. 16th September, 2020. The vendor/supplier/Service Provider shall submit declaration as documentary proof in this regard.	Yes / No / Explain	
28	Government of India by Finance Act 2021 has widened the Scope of Tax Deduction at source (i.e.) TDS w.e.f. 1st July 2021 by introducing provision (A) Section 194Q-TDS on purchase of goods. The provisions of this act will apply to this tender.	Yes / No / Explain	
29	MSME participating in the tender will be eligible for exemption as per Government of India as applicable and updated from time to time. Necessary documentary proof shall be submitted in this regard.	Yes / No / Explain	
30	Any Other Term:	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Supply, Installation, Commissioning of High Pressure Homogenizer , as per specifications	1.00 Nos.		-		