

# **TENDER DOCUMENT**

COMPRISING OF REQUEST FOR  
PROPOSAL,  
INSTRUCTIONS TO BIDDERS, TECHNICAL  
SPECIFICATIONS AND COMMERCIAL  
TERMS FOR SUPPLY, INSTALLATION &  
COMMISSIONING OF YARD HYDRANT  
SYSTEM EXTENSION FOR NEW CHEMICAL  
STORE AND GAS CYLINDER STORE (OLD).

**PUBLIC TENDER REF. NO: P&S/63892/FSD/2025**



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## SEMI-CONDUCTOR LABORATORY (SCL)

### REQUEST FOR PROPOSAL (RFP)

The prospective bidders are requested to go through all the Parts (A–F) of this document carefully and submit their bids in accordance with the 'General Instructions to Bidders', 'Procedure for Submission of Bids' and 'Commercial & other Terms and Conditions' given herein.

<b>CONTENTS</b>	
<b>TITLE</b>	
<b>INSTRUCTIONS TO BIDDERS AND STANDARD TERMS CONDITIONS OF TENDER</b>	<b>PART-A</b>
<b>COMPLIANCE STATEMENT FOR TECHNICAL SPECIFICATIONS &amp; DRAWING</b>	<b>PART-B</b>
<b>COMPLIANCE STATEMENT FOR COMMERCIAL TERMS</b>	<b>PART-C</b>
<b>BILL OF QUANTITIES CUM QUOTE FORMAT</b>	<b>PART-D</b>
<b>RECOMMENDED MAKES</b>	<b>PART-E</b>
<b>PROFORMA OF STATEMENT OF COMPLIANCE</b>	<b>PART-F</b>

## PART -A

### INSTRUCTIONS TO BIDDERS

1.	<b><u>General Conditions:</u></b>
a)	This document should be read in conjunction with the Public Tender Notice, Instructions to Bidders”, - “Technical Specifications” and “Commercial Terms”.
b)	This is a two part Tender-Technical and Commercial parts needs to be submitted in two separate sealed covers. The bidder should not keep any document(s) containing pricing information along with Technical bid. The tenders containing price information in Technical bid will be treated as unsolicited offers and rejected. Prices should be indicated in the PART-2 (Commercial / Price Bid format) duly sealed.
c)	<b>Earnest Money Deposit (EMD):</b>  A. Bidders are required to submit offers along with prescribed Earnest Money Deposit (EMD) amount of Rs. 75,000.00 (Rupees Seventy Five thousand Only) as per details in the tender. EMD instrument in original should be sent in a sealed cover with a covering letter quoting tender number and same must reach us prior to due date of tender. B. <b>MSME/Bidder submitting bid on behalf of foreign vendor shall not be exempted for submitting of EMD.</b> C. Central PSUs/PSEs/Autonomous Bodies, Micro and Small Enterprises (MSEs) having valid registration with MSME or NSIC or Udyog Aadhaar, Khadi and Village Industries Commission (KVIC), National Small Industries Corporation, produced and provided by MSE and startups recognized by Department of Industrial Policy & Promotion (DIPP) etc., shall be exempted from the payment of EMD. Bidders seeking exemption from payment of EMD shall submit necessary proof of relevant documents etc. D. The bid submitted by vendor without EMD will not be considered. E. EMD shall be submitted in a single installment through Demand Draft/Bankers Cheque/Fixed Deposit Receipts or Bank Guarantee in favour of Semi-Conductor Laboratory from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value. In case of fixed deposit receipt /bank guarantee, it shall be valid for a period of 45 days beyond the final tender validity date. EMD shall be interest free. F. Vendors/firms name and tender no. shall be indicated on the reverse side of the EMD instrument. G. EMD instrument should not be dated prior to the date of tender. H. SCL will not be responsible for non-receipt of EMD instrument due to postal delay / loss in transit. I. Any tender not accompanied with EMD shall be treated as invalid tender and rejected. J. EMD of a bidder shall be forfeited if the tenderer/Contractor withdraws or amends his tender or deviates from the tender in any respect within the period of validity of the tender. Failure to furnish security deposit/performance bond by a successful vendor within the specified period shall also result in forfeiture of EMD. K. EMD shall be refunded to all the unsuccessful bidders within thirty (30) days after placement of the Purchase Order. EMD shall be refunded to the successful tenderer/Contractor after payment of the Security Deposit or may be adjusted against the Security Deposit. EMD shall be refunded to all the participants in cases where the tender is cancelled or withdrawn by the purchaser, within thirty days from the date of such

	cancellation or withdrawal
d)	Bids received by fax/email and unsealed Bids shall be treated as invalid and shall be rejected.
e)	Bids in English should be submitted with a covering letter on bidder's letter head duly signed by the authorised signatory of the bidder.
f)	All correspondence and documents must bear SCL's Tender reference number.
g)	SCL is not responsible for the loss/delay in transit of any bid/any document related to this Tender.
h)	Late and delayed bids shall not be considered.
i)	SCL reserves the right to accept the lowest or any other bid in whole or in part without assigning any reason(s).
j)	SCL reserves the right to reject all bids without assigning any reason.
k)	SCL reserves the right to defer/postpone/re-schedule the bid opening. However efforts will be made to inform the vendors about the post ponement in advance.
l)	All documents including bid, specifications, schedule notices, correspondence, operating and maintenance instructions/drawings etc. shall be in English Language.
m)	Bid should be in conformity with technical specifications mentioned in the tender document. Exclusions/deviations should be separately listed out by the bidder and shall be mentioned in a separate letter in the technical bid.
n)	Bidders are expected to comply with the 'Commercial and other Terms & Conditions' given in PART-C of this RFP. In case of any deviation, the reasons thereof should be clearly specified in the compliance/response column of PART-C.
o)	Bidder shall submit 'Technical and Unpriced Commercial Offer' and 'Priced Commercial Offer' in two separate sealed cover duly signed by their authorized signatory. Bidder shall initial corrections/ overwriting(s) if any. In case of any discrepancy between rates mentioned in figures and words, the rates mentioned in words shall prevail.  In case of any discrepancy between rates mentioned in the unit price column and amount column, the correct amount after multiplying unit rate with quantity shall prevail.
p)	The authority of the person signing the bid, if called for, shall be produced by the bidder.
2.	<b><u>Procedure For Submission of Bids:</u></b>  The bid for the tendered system shall be submitted in following two sealed envelopes as per instructions given below :
b)	Envelope marked 'Part-1 - Technical' to contain Earnest Money Deposit, Technical Offer, Un-priced Commercial Offer as per details given below:  i) Earnest Money Deposit (EMD). ii) Technical Offer comprising of compliance/response to detailed technical specifications forming part of this RFP. iii) Unpriced Commercial Offer including bidder's compliance/ response to SCL's commercial and other terms and conditions as per PART-C of this RFP.

	<p>iv) Complete product literature alongwith list of options and available/ planned upgrades.</p> <p>v) Installed base of the system offered with the names and addresses of the users supported with documentary evidence.</p> <p>vi) Requirements to be fulfilled by SCL, if any, for installation and commissioning.</p> <p>vii) Acceptance test procedure.</p> <p>viii) Post Warranty Service/Support Policy.</p> <p>ix) Statement of Bid Compliance (as per proforma enclosed at PART-E).</p> <p>x) A copy of latest audited annual accounts.</p>
c)	Envelope marked 'Part-2 Commercial/ price bid' to contain the 'Priced Commercial Offer' indicating prices as per 'Quote Format' given at Part-D.
d)	The sealed envelopes 'Part-1 – Earnest Money Deposit (EMD) and Technical' and 'Part-2 – Commercial' should be put in a single bigger envelope duly sealed and bigger envelop and superscribed with the Tender reference no., due date and time. The above individual sealed envelopes should also be superscribed with Tender reference no., due date and time alongwith from address of the bidder shall be marked on the sealed cover.
e)	Inner and outer envelopes shall indicate the name and address of the bidder.
f)	The bid submitted as above shall be sent at the following address and should reach SCL, S.A.S. Nagar, Punjab, India no later than the last date and time of submission of sealed bids as indicated in the Public Tender Notice. Head, Purchase & Stores, Semi-Conductor Laboratory, Ministry of Electronics & Information Technology, Government of India, Sector-72, S.A.S. Nagar, Punjab-160 071, India. Phone: +91-172-2296166; Fax : +91-172-2237410; Email: <a href="mailto:hps@scl.gov.in">hps@scl.gov.in</a>
g)	Bid which is not submitted in accordance with the procedure given above is liable to be disregarded.
3.	<p><b><u>Bid opening:</u></b></p> <p>The envelopes marked 'Part-1 –Earnest Money Deposit (EMD) and Technical' shall be opened as per schedule indicated in the Public Tender Notice at SCL, S.A.S Nagar, Punjab, India in the presence of the bidders/their authorized representatives who wish to be present. The bidders are, therefore, requested to visit or depute their authorized representatives to SCL, S.A.S. Nagar (Mohali), Punjab, India to attend the said opening as per the schedule given in the Public Tender Notice.</p>
4.	<p><b><u>Commercial Offer Opening</u></b></p> <p>The envelopes marked 'Part-2 - Commercial' shall be opened of only technically qualified bidders in the presence of the technically qualified bidders/their authorized representatives who may like to attend the same.</p> <p>The schedule of opening of 'Part-2 - Commercial' shall be intimated to the technically qualified bidders separately.</p>
5.	The authorized representatives of the bidders who are deputed to attend the opening of 'Part-1-Technical' and 'Part-2-Commercial' of the bids should have an authorization letter from the bidder to attend the same.
6.	<b><u>Extension in the last date of submission of Bids.</u></b>

	Based on the response to the Public Tender Notice, SCL reserves the right to extend the last date of submission of bids and to reschedule the opening of 'Part-1 – 'Earnest Money Deposit' and ' Technical'.
10.	<b><u>Verification:</u></b> SCL reserves the right to verify all claims made by the bidder.
11.	<b><u>Procedure for evaluation of tenders:</u></b> Technical Evaluation Criteria: Vendor meeting the eligibility criteria and basic technical specifications mentioned in SCL Tender shall be considered to be technically qualified.  <b>Evaluation of Price Bids:</b> 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 as per prime lending rate of Reserve Bank of India (RBI) and added to the landed cost. c. The Contract shall be awarded on overall L-1 basis.

**STANDARD TERMS AND CONDITIONS**

## 1. DEFINITIONS:

- (a) The term PURCHASER shall mean the Director, SCL 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 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 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 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. SECURITY DEPOSIT:

On acceptance of the tender and placement of order, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re -purchase of the stores contracted at the risk of the Contractor in terms of the tender and/or to recover from the Contractor, damages arising from such cancellation.

## 4. GUARANTEE REPLACEMENT:

- (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of **12 months** after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of **14 months** from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all

costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said **period of 12 months** from the date of acceptance thereof.

(d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

(e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period **of 12 months** or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

(f) To fulfil guarantee conditions outlined in the tender, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 3% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

(g) All the replacement stores shall also be guaranteed for a period of **12 months** from the date of arrival of the stores at purchaser's site.

(h) Even while **the 12 months** guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of **14 months** referred to in **para 4 (b) (c)** shall be the asked for guarantee period plus two months.

#### 5. 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.

#### 6. 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.

7. TEST CERTIFICATE: Wherever required, test certificates should be sent along with the dispatch documents.

#### 8. 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 may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (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.

#### 9. 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.

#### 10. 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 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 (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.

#### 11. 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.

#### 12. 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.

#### 13. PAYMENT:

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

#### 14. 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.

#### 15. 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.

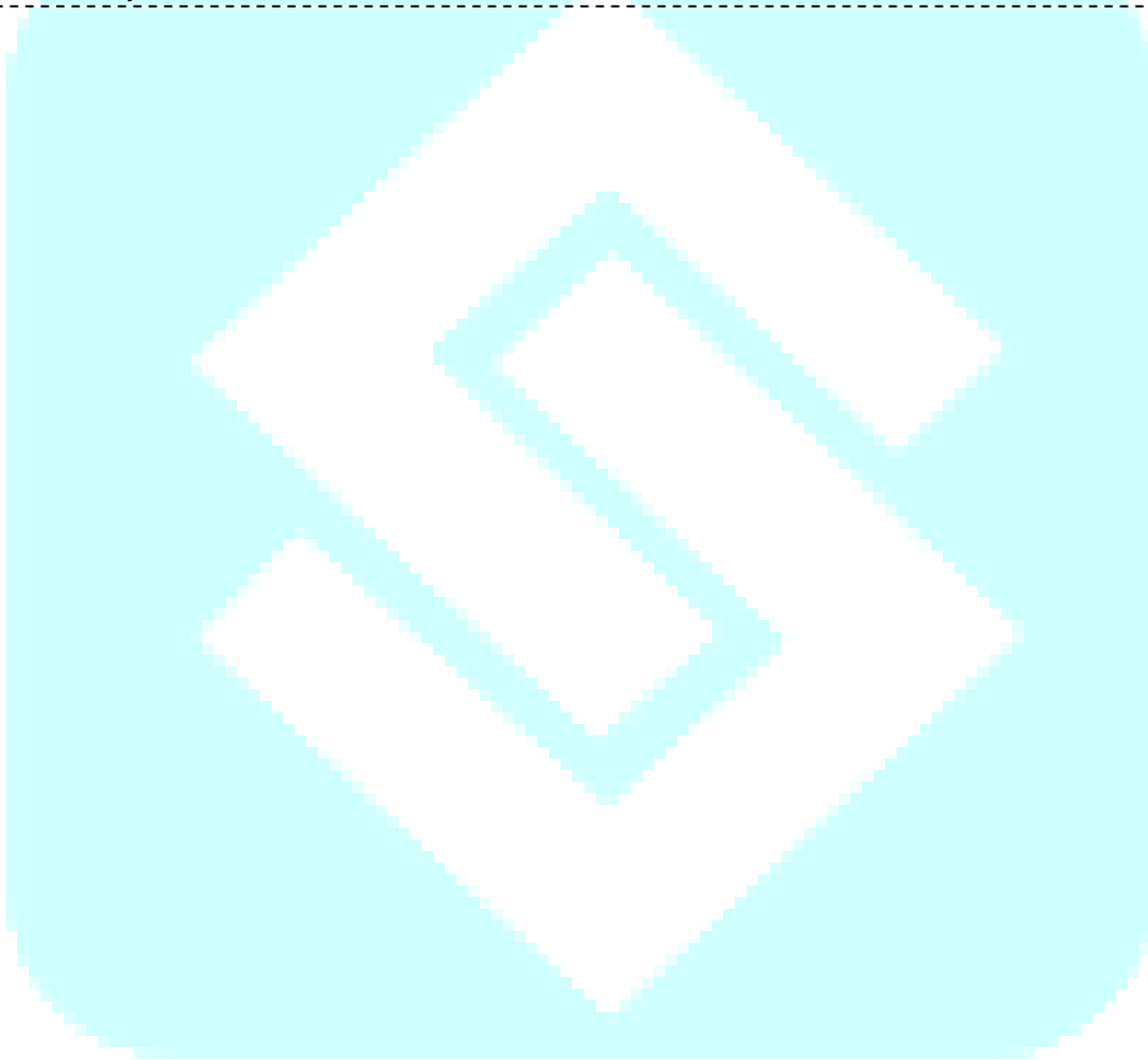
16. COUNTER TERMS AND CONDITION OF SUPPLIERS:

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.

17. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

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**PART-B**

**COMPLIANCE STATEMENT FOR TECHNICAL SPECIFICATIONS**

**To be filled and furnished along with your quote**

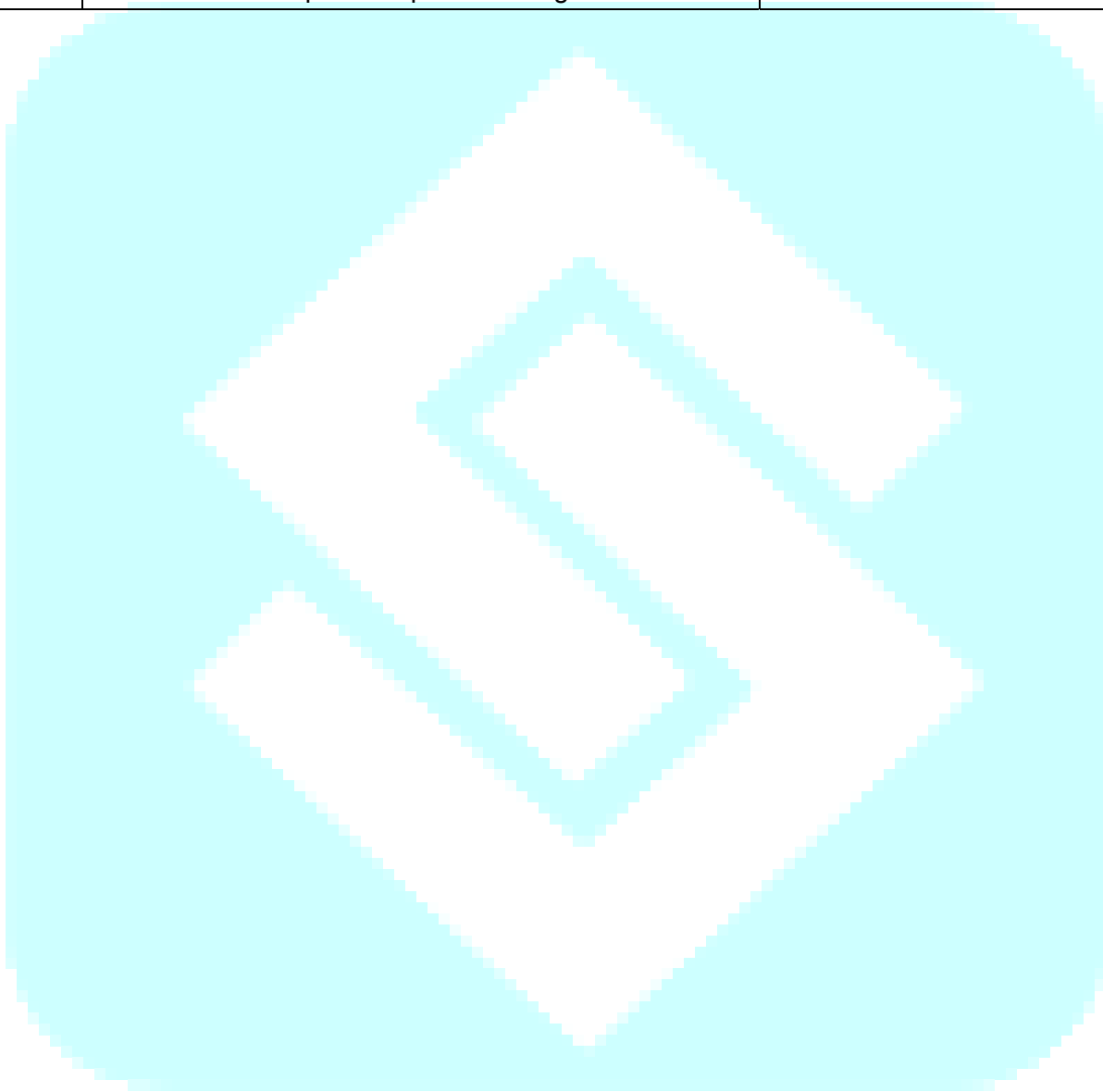
Sr. No.	TECHNICAL SPECIFICATIONS	Vendor Compliance (Yes/No)
1.	<b>INTENT OF WORK</b>	
<ul style="list-style-type: none"><li>•</li></ul>	<p>There is a newly constructed Chemical Stores building at Semi-Conductor Laboratory (SCL). This building is to be provided with yard hydrant protection in line with National Building Code (NBC) 2019 by extending existing hydrant system.</p> <p>The work shall be carried out as per the technical specifications mentioned in this document. It is not the intent of this document to completely specify all details of design and construction. Nevertheless, the systems shall conform in all respects to high standards of engineering, design and workmanship and shall be capable of performing the operations in a safe and efficient manner as per the industry standards.</p>	
2.	<b>SCOPE OF WORK</b>	
<ul style="list-style-type: none"><li>•</li></ul>	<p>The work includes Supply, Installation, Testing and Commissioning of the underground new DI fire hydrant mains of size 150mm and 100mm dia. along with installation of yard hydrant valves for New Chemical Store and, extension of existing underground fire hydrant line upto Gas Cylinder Store (Old). The scope of work includes, taking connections for the new hydrant line for the New Chemical Stores from the existing underground CI hydrant fire mains at the identified locations after making necessary connecting point/ modification in the existing Hydrant lines.</p>	
<ul style="list-style-type: none"><li>•</li></ul>	<p>The work also includes excavation of soil for dismantling of existing fire mains/ laying of new fire mains, concrete thrust blocks/ brick masonry support for pipe lines wherever required, backfilling of the excavated earth including spreading and leveling of the surplus earth.</p>	
<ul style="list-style-type: none"><li>•</li></ul>	<p>Contractor shall prepare layout drawing for extension of hydrant system as per site condition and Bill of Quantity for site execution, for SCL approval. The SCL approved drawings shall be referred to as Approved for Construction Drawings (AFC) or GFC</p>	

	(Good for Construction Drawings) and implementation be done as per approved drawing only.	
•	The scope of work covers unloading, storage, insurance, in-plant transportation of all material.	
•	Supply, installation, testing and commissioning of material per the recommended makes is given in <b>Annexure-VI</b> and Bill of Quantity (BOQ) given in <b>Annexure -VII</b> .	
•	<b>Underground Pipe Support work:</b> Providing brick masonry pedestals / thrust support on DI pipe for underground Hydrant mains.	
•	<b>Civil work:</b> Construction of Valve Chambers with removable MS chequered plate (6 mm thick) cover using equal angle 32 mm in 3 mm thickness for Hydrant system lines.	
•	<b>Painting:</b> All over-ground piping and support work shall be painted with one coat of zinc oxide primer and two coats of PO Red colour epoxy painting.	
•	Contractor shall also supply all the auxiliary items like nut-bolts, MS angle, neoprene rubber gaskets etc. as may be required to complete the installation and commissioning of the said system.	
•	<b>Dismantling:</b> Dismantling of existing CI pipe of up to 150 mm and 80 mm dia. including fittings in open trench. The dismantled material shall be shifted to the identified location in SCL premises by the contractor.	
3.	<b>GENERAL INSTRUCTIONS</b>	
•	Contractor shall furnish all required skilled & unskilled labour, supervisor having relevant experience in similar works, erection tools & tackles, testing tools & equipment, supplies, consumables & hardware and, transport for timely and efficient execution of the contract work.	
•	It shall be the responsibility of the contractor to pack and ship the material to Semi-Conductor Laboratory (SCL). All items/ equipment shall be suitably protected, coated, capped, covered or boxed and crated to prevent damage during transportation, handling or storage at site till the time of erection. Contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing etc.	
•	Repairing of existing valve chamber for taking new connections for hydrant system piping and other minor civil works are included in the scope of work of contractor. Bill of Quantity (BOQ) (Annexure-VII) is based on the tender drawings for Hydrant system under Annexure-A. However, vendor shall work out the Bill of Quantity (BOQ) based on finalized approved for construction drawings.	

4.	<b>CODES AND STANDARDS</b>	
•	All items, equipment and accessories to be supplied, installed and commissioned under scope of these specifications shall be manufactured, tested in accordance with relevant Indian Standard Specifications (IS) as specified and any other applicable regulations with latest amendments.	
5.	<b>ELIGIBILITY CRITERIA</b>	
•	Only those contractors meeting the below mentioned eligibility criteria are eligible to participate in the tender:	
•	Contractors should have satisfactorily executed at least <u>two similar</u> works for Buildings/ Technical Facilities etc. of plinth area 300 sq. meter/270 meters of 150 mm piping or more during the last 7 years. 'Similar Work' shall mean installation of Fire Hydrant system/ Public Water Supply consisting of DI piping.	
•	Bidder to submit copy(ies) of Purchase Orders/Work Orders and satisfactory completion certificates issued by the respective clients/organisations giving details of the work executed and the building area as part of the Technical part of un-priced bid to ascertain their eligibility for the work.	
•	Completion certificate for executed works issued by private parties shall be supported by TDS.	
•	<b>No exemption to MSME/ Start-ups:</b> Installation of Yard Hydrant system being specialised fire fighting system, thus, SITC should be carried out through vendors having experience in SITC of Fire Hydrant system/Public Water Supply consisting of DI piping.	
6.	<b>SITE VISIT</b>	
•	The Contractor may, if they so desire, visit the site at SCL to familiarize themselves with the site conditions during any working day from 10 AM to 4 PM, up to five days prior to submission of the bid.	
7.	<b>SUBMITTALS BY THE CONTRACTOR:</b>	
•	Manufacturer's Test Certificate for Gate Valve, Yard Hydrant Valve etc. to be provided along with supply of material.	
•	Copy of manufacturer's Technical Data Sheets for Gate Valve, Yard Hydrant Valve etc. along with the Offer/ Bid.	
•	Documents related to 'Hydraulic Test Report' of the tests performed for Hydrant system shall be submitted on completion and acceptance of the system.	
8.	<b>COMPLETION PERIOD</b>	

•	Time of completion for Supply, Installation, Testing and Commissioning of the entire work shall be FOUR (4) months from the date of Purchase Order(PO).	
9.	<b>QUANTITY VARIATION</b>	
•	The quantities indicated against each item in the Bill of Quantities (BOQ) are indicative and are for the purpose of bidding only. Variation in quantities upto+15%shall be carried out by the contractor on the agreed rates and terms & conditions as in the Purchase Order (PO). In case of contract items which exceed the said limit of+15%, the contractor may claim revision of rates supported by proof analysis and if the rate claimed in excess of the rate specified in the bill of quantities, SCL's engineer-in-charge of the work shall after giving consideration to the analysis of rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the rates so determined. The Contractor's profit & OH shall be factored in the rate analysis@15%.	
10.	<b>TESTING, COMMISSIONING &amp; ACCEPTANCE:</b>	
•	All on-site tests shall be carried out by the contractor in the presence of SCL's concerned Engineer(s)	
•	All piping for Hydrant system installed by the contractor shall be hydraulically tested for minimum two (2) hours at a pressure of 12 Kg/cm <sup>2</sup> at site. There shall not be any drop in pressure during the test period.	
•	After commissioning of the Hydrant system, contractor shall demonstrate the functioning of the system. On successful demonstration, the system acceptance shall be given by SCL.	
11.	<b>EXTRA ITEMS- Rate Analysis</b>	
•	In case of items (that are completely new and are in addition to the items contained in the BOQ/Purchase Order), the contractor may claim rates supported by proper analysis, and SCL's engineer-in-charge of the work shall after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the rates so determined. The Contractor's profit & OH shall be factored in the rate analysis@15%.	
12.	<b>SITE CO-ORDINATION</b>	
•	The Contractor shall carry out the work in smooth co-ordination with other contractors engaged by SCL for Civil, Electrical and HVAC works.	
13.	<b>OTHER TERMS &amp; CONDITIONS</b>	
•	<b>Facility to be provided by SCL:</b> Electric power 230 V, single phase, 50 Hz or 440 V, 3-Phase, 50 Hz for the work will be provided at single point by SCL on no charge basis to the contractor. However contractor to provide Power Main Cut-Out	

	MCB switch board and shall make his own arrangement to tap electric power from a 3 phase/single phase supply up to the site of work. Suitable extension board with main isolators, MCBs shall be installed by the contractor at his own cost.	
14.	<b>DEVIATION</b>	
•	Bidder to explicitly mention deviations if any from the specifications otherwise it is understood that work will be carried out as per the specification given in RFP.	





**PART-C**

Format for compliance / response to Purchaser's proposed commercial and other terms & conditions.  
(write your compliance/response and do not leave blank.)

<b>Sr. No.</b>	<b>Description</b>	<b>BIDDER's COMPLIANCE/RESPONSE</b>
1.	<p><b>DEFINITIONS:</b></p> <p>a. The term PURCHASER shall mean Semi-Conductor Laboratory, Sector-72, Mohali, Punjab 160071, under the administrative control of MEITY, Government of India.</p> <p>b. The term CONTRACTOR shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractors successors, representative, heirs, executors and administrators unless excluded by the Contract.</p> <p>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. 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.</p>	
2.	<p>This being a two-part tender, Bids should be submitted as under:</p> <p>(a) <b>Envelope marked 'Part-I Technical'</b> to contain <b>Earnest Money Deposit, Technical Offer, Un-priced Commercial offer.</b></p> <p>(b) <b>Envelope marked 'Part-2 Commercial/price bid'</b> to contain the <b>'Priced Commercial Offer.</b></p> <p>The tenders containing Price details in Technical part</p>	

	<p>will be summarily rejected.</p> <p>Price should be quoted in Quote Format enclosed as PART-D.</p>	
3.	<p><b>Instructions:</b></p> <p>Vendor shall provide compliance duly signed and stamped to Specifications attached to the tender document.</p>	
4.	<p><b>EMD:</b></p> <p>Details of EMD (Refer clause no. 1 (c) of Part-A (i.e.) "Instructions to Bidders")</p>	
5.	<p><b>Delivery Term: ON SITE SCL S.A.S Nagar basis.</b></p>	
6.	<p><b>Goods and Service Tax (GST) for Indigenous material:</b></p> <p>GST shall be payable extra as applicable. Please mention percentage of applicable GST along with HSN Code in your response.</p>	
7.	<p><b>Warranty:</b> The Contractor shall provide warranty for a period of 12 months from the date of acceptance of entire project at Purchasers site at no extra charges against any manufacturing defect/faulty workmanship etc.</p> <p>In case any defect arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works.</p>	
8.	<p><b>Performance Bank Guarantee:</b></p> <p>The Contractor shall furnish a Bank Guarantee (as per format given by purchaser) from any nationalized/scheduled bank for an amount equivalent to 3.00% 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 Contractor without any interest.</p> <p>In case Performance Bank Guarantee is submitted in the form of Bank Guarantee (BG), after the issue of BG, the issuing bank shall communicate the genuineness of BG through e-mail from banks domain to sunitagaur@scl.gov.in and copy to harjeet@scl.gov.in followed by a hard copy to Madam Sunita Gaur, Accounts Officer, Semi-Conductor Laboratory, Sector -</p>	

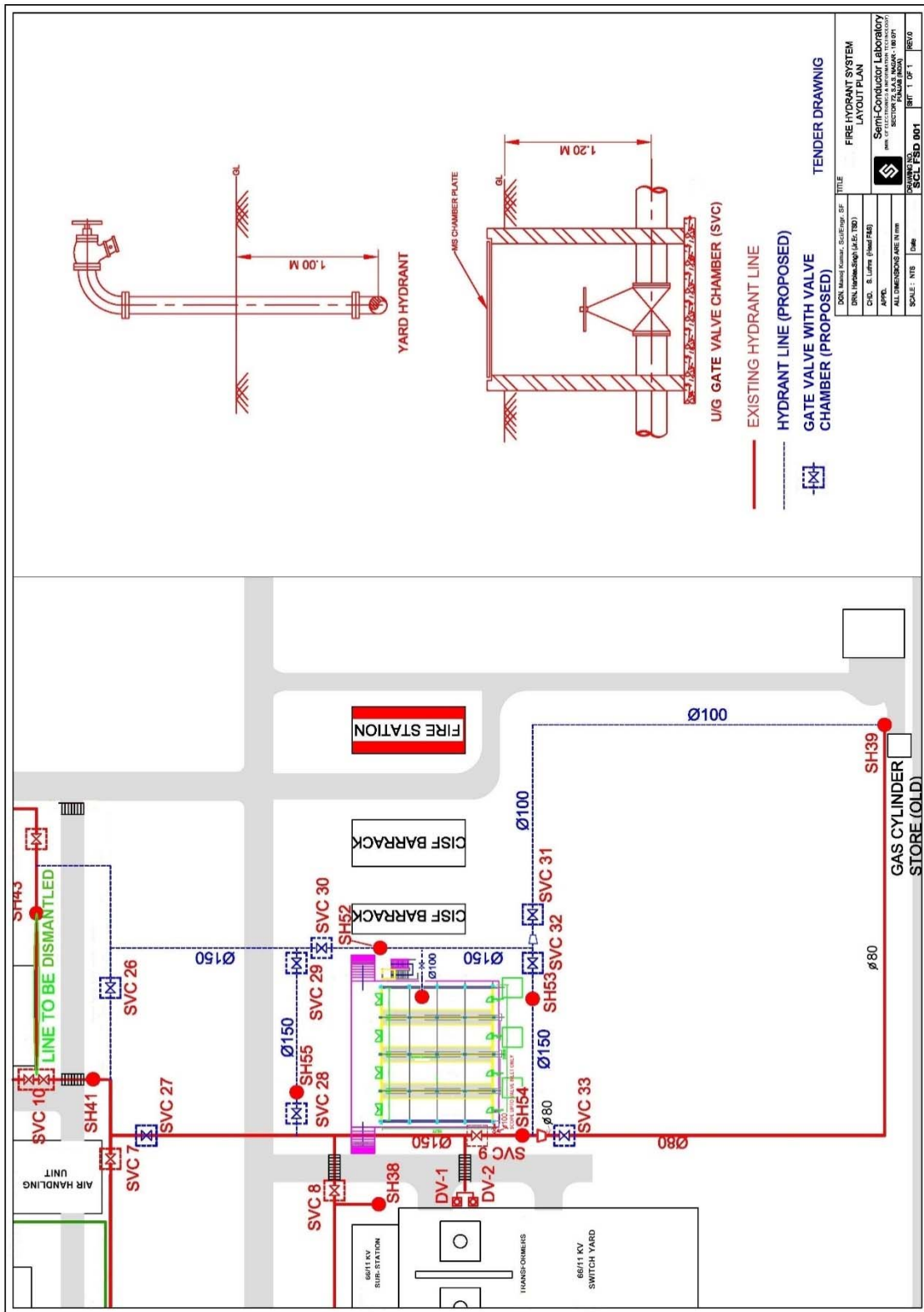
	72, Mohali - 160071 and copy to Shri Harjeet Singh, Sr. Purchase & Stores Officer, Semi-Conductor Laboratory, Sector -72, Mohali-160071.	
9.	<b>Completion Period:</b> Time of completion for Supply, Installation, Testing and Commissioning of the entire work shall be FOUR (4) months from the date of Purchase Order(PO).	
10.	<b>Terms of payment:</b>  90% Payment of the supplied material shall be made within 30 days from the date of receipt and acceptance of the materials at SCL and the balance 10% amount alongwith 100% Installation Charges shall be paid after successful installation & commissioning of the entire project & acceptance.	
11.	<b>Security Deposit:</b>  On placement of Purchase Order, 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 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. (This will be returned by SCL immediately on execution of the PO satisfactorily as per order terms. If not, the amount will be forfeited).  In case Security Deposit is submitted in the form of Bank Guarantee (BG), after the issue of BG, the issuing bank shall communicate the genuineness of BG through e-mail from banks domain to sunitagaur@scl.gov.in and copy to harjeet@scl.gov.in followed by a hard copy to Mrs. Sunita Gaur, Accounts Officer, Semi-Conductor Laboratory, Sector - 72, Mohali - 160071 and copy to Shri Harjeet Singh, Purchase & Stores Officer, Semi-Conductor Laboratory, Sector -72, Mohali-160071.	
12.	<b>Liquidated Damages (LD):</b> 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 one-half 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	

	<p>percent) of the Contract price.</p> <p>Delivery of Stores shall mean Supply, Installation, Commissioning &amp; acceptance as applicable.</p>	
13.	<p><b>Extension of Time:</b></p> <p>If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.</p>	
14.	<p><b>Validity of Offer:</b></p> <p>The offer should be valid for a minimum period of 120 days from the date of opening of Techno- Commercial bid and 90 days after opening of price bid.</p>	
15.	<p><b>REJECTION :</b></p> <p>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> <ol style="list-style-type: none"> <li>a. replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or</li> <li>b. terminate the Contract for default or</li> <li>c. acquire the defective stores at a reduced price considered equitable under the circumstances.</li> </ol> <p>The provision of this article shall not prejudice the Purchasers rights under LD clause.</p>	
16.	<p><b>LABOUR LAW:</b> Contractor shall abide by all labour laws, rules and regulations in India, which are prevailing, and as enforced from time to time and SCL shall not be responsible for any accident or mishap</p>	

	<p>during the course of the contract to any of engineer/ labour employee by the Contractor. The contractor shall also ensure that the statutory obligations with regards to the employment of labour under law are complied properly and timely.</p>	
<p>17.</p>	<p><b>ARBITRATION:</b>  In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre, New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.</p> <p>Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	
<p>18.</p>	<p><b>APPLICABLE LAW:</b>  The Contract shall be interpreted, construed and governed by the laws of India. The contract shall be subject to exclusive jurisdiction of the Court of S.A.S. Nagar (Mohali), Punjab irrespective of anything mentioned in any correspondence or otherwise.</p>	

19.	<p>Vendor shall indicate specifically whether they falling the category of Class-I local Supplier or Class-II Local Supplier or Non -Local Supplier for evaluation as per Ministry of Commerce and Industry Office Order No. P-45021/2/2017-PP (B-II dt. 16th September 2020).</p> <p>Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content:</p> <p>a) Equal to or more than 50% : Class-I local supplier.  b) More than 20% but less than 50% : Class-II local supplier.  c) Less than or equal to 20% : Non local supplier.</p> <p>(Mention your category)</p>	
20.	<p><b>Conditions in respect to Bidder from a country which shares land border with India:</b></p> <p>(i) Whether the Vendor / Supplier is from any country sharing land borders with India or whether the vendor / supplier is representing any principal vendor /supplier sharing land borders with India.</p> <p>(ii) If the vendor / supplier is from any country which shares land border with India or if the vendor /supplier is an Indian Agent representing principal vendor/supplier of a country which shares land borders with India, they shall submit photocopy documentary proof of Registration with Registration Committee constituted by Department of promotion of Internal Industry and Trade (DPIIT).</p> <p>The provisions of following Orders issued by Department of Expenditure, Ministry of Finance are applicable in this regard:</p> <p>(a) Order (Public Procurement No. 1) Nos. 6/182019-PPD dt. July 23<sup>rd</sup>, 2020.</p> <p>(b) Order (Public Procurement No. 2) Nos. 6/182019-PPD dt. July 24<sup>th</sup>, 2020 on clarification to order ( Public Procurement No. 1) dt. July 23<sup>rd</sup>, 2020.</p> <p>(iii) Offer received from vendor who fall in this category but does not submit copy of documentary proof of registration shall be rejected.</p>	
21.	<b>Any Other Term:</b>	

22.	SIGNAURE OF THE PARTY _____  NAME _____  COMPANY SEAL _____  DATE _____	



TITLE		FIRE HYDRANT SYSTEM LAYOUT PLAN	
DOE No. 1000/2000 (P. 2)	DOE No. 1000/2000 (P. 2)	DOE No. 1000/2000 (P. 2)	DOE No. 1000/2000 (P. 2)
CHG. E. Lines (Rev. 1/2018)	CHG. E. Lines (Rev. 1/2018)	CHG. E. Lines (Rev. 1/2018)	CHG. E. Lines (Rev. 1/2018)
APPR.	APPR.	APPR.	APPR.
SCALE: NTS		SCALE: NTS	
SCL PSD 001		SCL PSD 001	
SCL PSD 001		SCL PSD 001	
SCL PSD 001		SCL PSD 001	



## PART – E

### RECOMMENDED MAKES:

DI Socketed Pipe, K 12 rating	ELECTROSTEEL, TATA, JINDAL, KESORAM, KUBOTA
MS Pipe, Heavy grade, Class C, conforming to IS: 1239 & ISI marked	JINDAL (HISAR), TATA
Non-Rising Spindle type DI Gate Valve with SS internals and valve shaft	KIRLOSKAR, UPADHYA
DI Special Fitting, K 12 Rating	KARTAR, ARCO, ARI, RJI
Fire Hydrant Valve (Single Headed Gun Metal) as per IS: 5290 and ISI marked	NEWAGE, SUKAN, AAG

**PART – F**

**PROFORMA OF STATEMENT OF COMPLIANCE TO BE PROVIDED BY THE BIDDER  
ALONGWITH THE BID (Part-2 - Technical)**

**TENDER REFERENCE NUMBER:** .....

(To be filled by the Bidder)

1. This is to certify that we have carefully gone through the technical specifications of the system related to the above Tender Reference number, 'I Instructions to Bidders', 'Format for Compliance/Response to the Commercial & Other Terms and Conditions', and 'Procedure for evaluation of bids' of the RFP placed at SCL's website. We have based our bids on the various clauses of the abovesaid documents and hereby confirm that we:

- have submitted the bid for brand new system.
- have offered the system meeting the prescribed technical specifications.
- accept all the clauses as indicated in the abovesaid documents.
- accept all the clauses except for the clauses and reasons thereto as indicated against such clauses in the columns of PART-C titled 'Format for Compliance/Response to the Commercial and Other Terms & Conditions'.

Authorised Signatory:.....

Name.....

Title.....

Name of the Company.....

.....

.....

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