

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

**Tender for supply, installation, commissioning of liquid particle  
counter**

**Bids to be submitted online**

**Tender No.: SCL/PurUnit -1/SC202200023201 dated 27-12-2022**

## A. Tender Details

Tender No :	<b>SCL/PurUnit -1/SC202200023201</b>
Tender Date :	<b>27-12-2022</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>PurUnit -1</b>
Centre :	<b>SEMI-CONDUCTOR LABORATORY (SCL)</b>

### **Supply, installation, commissioning of liquid particle counter**

E-Procurement Tender No. SCL/PurUnit -1/SC202200023201 dated 27-12-2022, SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-Tender portal <https://eproc.vssc.in> for Supply, Installation and commissioning of Liquid Particle Counter. Bid can be submitted from 27.12.2022 - 1700 Hrs. to 24.01.2023 upto 1430 Hrs. 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.

Vendor/s 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. Vendor/s can seek help from help desk +91-471-2565454/2562527 (Email: [eproc@vssc.gov.in](mailto:eproc@vssc.gov.in)) also the home page of eprocurement portal may be accessed for any technical help for registration and subsequent process. Vendor/s may please note that without registering in our Eprocurement portal they will not be able to quote for this tender.

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.

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 3

working days exclusive of Saturday, Sunday or any Govt. Holiday 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.

## **A.1 Tender Schedule**

Bid Submission Start Date :	<b>27-12-2022 17:00</b>
Bid Clarification Due Date :	<b>03-01-2023 14:30</b>
Bid Submission Due Date :	<b>24-01-2023 14:30</b>
Bid Opening Date :	<b>24-01-2023 15:30</b>
Price Bid Opening Date :	<b>09-02-2023 11:00</b>

## **B. Tender Attachments**

### **Technical Write-up/Drawings**

**Document : specifications**

### **Instructions To Vendors**

#### 2. Instruction to Tenderers

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.In this tender either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorization letter obtained from their Principals/Manufacturers in their bid.

6. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the tender for the same item. If submitted, all offers submitted by the said agent shall be excluded from the procurement process

7.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.

8.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.

9.Only tender submitted through ISRO e-procurement portal shall be considered.

- 10.SCL reserves the right to verify all claims made by the bidder.
- 11.SCL reserves the right to change any milestone date of the tendering activity / tender schedule.
- 12.Tender which is not submitted as per the of instructions mentioned herein is liable to be rejected.
- 13.The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderer shall supply the same at the rates quoted.
- 14.It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
- 15.It is to be noted that the drawings, specifications, end-use, etc., given by the purchaser, are confidential and shall not be disclosed to any third party.
- 16.Prices are required to be quoted according to the units indicated in the 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.
- 17.The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.
- 18.Bidders are expected to comply with commercial and other terms and conditions given in vendor specified terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.
- 19.All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
- 20.Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.
- 21.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.
22. 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.

23.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.

24. 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.

25.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.

26.The contractor/supplier shall indemnify the purchaser against Workmen Compensation Act.

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

28.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.

#### 29.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.In case quotations are submitted in foreign currencies, during preparation of price tabulation, Foreign Exchange(FE) conversion rate vis-a-vis Indian currency(INR) will be worked out on the basis of FE TT selling rate prevailing on the day of opening of technical bids.
- c.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 landing rate of Reserve Bank of India (RBI) and added to the landed cost.
- d. In the event of the bidder requiring SCL to bear bank charges outside India (foreign bank charges), the bidders bid shall be loaded suitably on the quoted price towards bank charges outside India.
- e. In case, the price quoted is FCA/FOB/Ex-works, the charges towards Freight as quoted or a maximum of 5% of price quoted, Customs Duty & taxes as applicable shall be taken into account to arrive landed cost.
- f. Comparison between Indigenous & Imported Offers: If both indigenous offers and imported offers are to be compared, 2% of the total landed cost of foreign offers shall be added towards charges for Customs clearance and local transportation for delivery at SCL.
- g. Post warranty AMC charges and cost of recommended spares and Consumables shall not be taken into account for evaluation of price bids.
- h. Calibration charges at user site after warranty shall not be taken into account for evaluation of price bids.

### **3. Instruction to Tenderer (Capital)**

#### **1. ADDRESS OF INDIAN AGENTS:**

2. a) Part shipment is not allowed unless specifically agreed to by us.
- b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us.

#### **3. APPLICABLE LAW:**

The Contract shall be interpreted, construed and governed by the laws of India.

#### **4. A Proforma Invoice may also be given which should contain the following information:**

- a) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.
- b) The Contractor shall invoice only for the net amount payable to deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractors invoice should separately reflect the amount of commission payable to his Indian Agent.
- c) The earliest delivery period and country of origin of the Stores.
- d) Bankers name, address, telephone/fax Nos. and e-Mail ID of the Contractor.
- e) The approximate net and gross weight and dimensions of packages /cases.
- f) Recommended spares for satisfactory operation for a minimum period of one year.

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

#### 5. BANK CHARGES:

While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

6. Bid shall be submitted online only complying specified schedule and complete in all respects with technical specifications, including pamphlets and catalogues.

#### 7. CONSIGNEE:

Purchase and Stores Officer, Stores,  
Semi Conductor Laboratory  
Sector -72, S.A.S.Nagar, Punjab, India

#### 8. CONTRACTORS DEFAULT LIABILITY:

The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed here under:

- a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/ agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

#### 9. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.

#### 10. DEFINITIONS:

- a. The term Purchaser shall mean the Semi-Conductor Laboratory, Sector-72, Mohali, Punjab-160071, under the administrative control of DOS, Government of India.
- b. The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractors Successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- c. The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.
- d. The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in



the Purchase Order.

#### 11. DEMURRAGE:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in the bankers within a reasonable time (say within 10 to 12 days) from the date of bill of lading for sea consignments and within 3 to 4 days from the date of Air Way Bill for air consignments.

#### 12. EXTENSION OF TIME:

If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

#### 13. GUARANTEED TIME DELIVERY:

The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

14. If this Contract is terminated as provided in Clause 13 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

a) Any completed stores.

b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

2 In the event the Purchaser does not terminate the Contract as provided in Clause 13, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause for DELAY IN COMPLETION / LIQUIDATED DAMAGES until the stores are accepted.

#### 15. IMPORT LICENCE:

Reference to Import License No. and date and Contract number and date shall be prominently indicated in all the documents

16. In case of any difference between General Terms & Conditions enclosed and Terms & Conditions specific to this tender i.e. technical specifications & Vendor Specified Terms, terms and conditions specific to this tender will prevail.

#### 17. INDEMNITY:

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

#### 18. INSPECTION AND ACCEPTANCE TEST:

1The Purchaser representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractors premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchasers representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractors premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

2For tests on the premises of the Contractor or of any of his sub-Contractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchasers representative to carry out the tests efficiently.

3When the stores have passed the specified test, the purchaser representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the tests certificates to the purchaser as may be required.

19. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.

20. Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only

#### 21. INSURANCE OF THE STORES:

The necessity or otherwise of insurance will be as indicated in the Purchase Order.

22. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 13 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in LD clause until such reasonable time as may be required for the final supply of stores.

23. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in

writing by the Purchaser.

#### 24. LANGUAGE AND MEASURES:

All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract.

#### 25. PACKING:

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

b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

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

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

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

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

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

b.Invoice (3 copies)

c.Packing List (3 copies)

d.Test Certificate (3 copies)

e.Certificate of Origin.

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

#### 26. Port of Entry:

#### 27. PRICES:

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

28. Samples, if called for, should be sent free of all charges.

29. SECURITY INTEREST:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

30. SHIPPING MARKS.

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

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

Semi Conductor Laboratory

Destination: .

31. TERMS AND CONDITIONS

32. TERMS OF PAYMENT:

1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

2 The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents:

a. Original Bill of Lading / Airway Bill

b. Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.

c. Packing List showing individual dimensions and weight of packages.

d. Country of Origin Certificate in duplicate.

e. Test Certificate.

f. Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.

g. Warrantee and guarantee Certificate/s as applicable.

33. The authority of person signing the tender, if called for, shall be produced.

34. The FOB/FCA and C and F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderers country.

35. The offer should be valid for a minimum period of 90 days (single part tender) and 120 days (Two part tender) from the due date of opening of the tender.

36. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.

#### 37. TRAINING:

The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchasers engineering / technical personnel from India and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores, number of such personnel to be mutually agreed upon.

38. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility

### **4. INSTRUCTIONS TO TENDERERS AND TERMS CONDITIONS OF TENDER**

1. 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.

#### 2. ACCEPTANCE OF STORES:

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

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

c.If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they shall be rejected 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. 6 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

3. Bid shall be submitted on-line only complying specified schedule.

#### 4. 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.

#### 5. DEFINITIONS:

a.The term PURCHASER shall mean Semi-Conductor Laboratory, Sector-72, Mohali, Punjab-160071, under the administrative control of DOS, Government of India.

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

c.The term STORES shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order 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.

#### 6. 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 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.

#### 7. 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.

#### 8. 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.

#### 9.

#### EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by

the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 8 thereof.

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

11. In case of any difference between General Terms & Conditions enclosed and Terms & Conditions specific to this tender i.e. technical specifications & Vendor Specified Terms, Terms and Conditions specific to this tender will prevail.

**12. 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 fulfillment of the contract.

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

**14. MODE OF PAYMENT:**

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

**15. 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.

**16. PAYMENT:**

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

**17. 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.

#### 18. 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.

#### 19. 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.

#### 20. 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.

#### 21. TERMS CONDITIONS OF TENDER

#### 22. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the dispatch documents.

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

24. 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.

25. 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.

## C. Bid Templates

### C.1 Technical Bid - supply, installation, commissioning of liquid particle counter

#### 1. Supply installation and commissioning of Liquid Particle Counter

#### Item specifications for Supply installation and commissioning of Liquid Particle Counter

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Liquid Particle Counter as per the attached specifications		-		

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

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	1. Eligibility Criteria	Vendor should have supplied and commissioned at least 3 similar equipments in last 3 years to Government labs / R&D institutions. The vendor to provide list of installation- base along with details of the user and year of installation.	Yes / No / Explain		
2	2. Measurement Technique	Light scattering method	Yes / No / Explain		
3	3. Light Source	Laser Diode	Yes / No / Explain		
4	4. Sample feed mechanism	In-built for batch sampling, directly from sampling beaker/ bottle.	Yes / No / Explain		

5	5. Measurement liquid / chemical samples	Equipment must be compatible for counting the particles in Ultra Pure DI water and Harsh & corrosive chemicals as mentioned below: H2O2(31%), H2SO4(96%), H3PO4(85%), HF(49%), BHF, HCl(20%), Nitric acid(70%), NH4OH(29%), NH4F, IPA, Methanol, TMAH(25%), Choline Hydroxide (20%), DUV & MUV photoreists, Post etch residue stripper viz. ELM-C30, ACT-N396, EKC-265, Bottom Anti-reflective Coating chemical viz. DUV42S-6	Yes / No / Explain		
6	6. Sensitivity	0.2µm	Yes / No / Explain		
7	7. Particle Size Range	0.2 µm - 2.0µm	Yes / No / Explain		
8	8. Nos. of channels	05 or more channels, within the range of 0.2µm-2.0µm	Yes / No / Explain		
9	9. Channel size	0.2µ, 0.3µ, 0.5µ, 1.0µ, 2.0µm	Yes / No / Explain		
10	10. Zero count/ False count	< 1 count/ml	Yes / No / Explain		
11	11. Maximum Particle Concentration	More than 5,000 particles/ml at maximum coincidence loss of 10%.	Yes / No / Explain		
12	12. Compression Sampler	Compression sampler compatible to mentioned chemicals is required for elimination of microbubbles formed during measurement. It must be compatible for measurement of particles in liquid contained in unpressurized vessel.	Yes / No / Explain		
13	13. Compression Pressure	up to 45 PSI (gauge pressure) or more.	Yes / No / Explain		

14	14. Computer (PC)	Latest branded PC with minimum 4 GB Ram and 1 TB Harddisk for operation of equipment through application S/W with 22- 23 inch full HD colour monitor with licensed windows, MS office standard version and Antivirus for 3 years.	Yes / No / Explain		
15	15. Cleaning/flushing mechanism of sample chamber	Bidder to specify the cleaning/flushing mechanism of sample chamber to avoid deposits/precipitates after analysis of photoresists, post etch residue strippers etc.	Yes / No / Explain		
16	16. Application Software	Latest version of required software must be preloaded in the PC and back up of the same must be provided in pendrive/USB flash. Application S/W must allow operators to manage the sampling requirements for batch based operations provide comprehensive view of the batch information with histogram, tabular data etc. It must support all the modules/units of the equipment.	Yes / No / Explain		
17	17. Wetted surface materials	Compatible with harsh & corrosive chemicals as mentioned above.	Yes / No / Explain		
18	18. Sample temperature	Up to 35 °C or higher	Yes / No / Explain		
19	19. Status indicator	Required for laser and fluid leakage	Yes / No / Explain		
20	20. Environmental conditions	Temp range: 15 °C to 35 °C or wider; Humidity: non-condensing	Yes / No / Explain		
21	21. Calibration	Vendor to provide calibration certificate along with equipment.	Yes / No / Explain		

22	22. Validation standards	1. Vendor to provide NIST traceable standards of size: ~0.2 $\mu$ , ~0.5 $\mu$ & ~2.0 $\mu$ for validation of equipment. 2. Vendor to suggest validation frequency of the equipment.	Yes / No / Explain		
23	23. Required accessories	Supplier to provide all accessories (compatible for all aforementioned chemicals) required for analysis & flushing the equipment.	Yes / No / Explain		
24	24. OTHER TERMS & CONDITIONS:		-		
25	25. INSTALLATION AND COMMISSIONING	Installation & Commissioning will be done by company/factory trained service engineer.	Yes / No / Explain		
26	26. ACCEPTANCE CRITERION	Equipment will be accepted at SCL based on particle size range validation for sizes viz. ~0.2 $\mu$ , ~0.5 $\mu$ , ~2.0 $\mu$ through NIST traceable Standards.	Yes / No / Explain		
27	27. 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		
28	28. WARRANTY	Vendor to provide comprehensive parts and labour warranty for a period of minimum 1 year after acceptance of the system by SCL. List of consumable, if any not covered under warranty shall be mentioned separately.	Yes / No / Explain		

29	29. POST-WARRANTY AMC	Vendor shall quote separately for post warranty comprehensive (labour & parts) AMC for 5 years, for reference purpose only.	Yes / No / Explain		
30	30. RECOMMENDED SPARES AND CONSUMABLES	Vendor to provide itemized quote for spares and consumables for one year of operation, for reference only.	Yes / No / Explain		
31	31. 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		
32	32. POWER & UTILITIES / FOOT PRINT DIMENSIONS	Single Phase, 230VAC $\pm$ 10%, 50 Hz $\pm$ 5%. Vendor to give a list of other facilities/utilities needed for installation & operation as applicable to the equipment.	Yes / No / Explain		
33	33. 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. The vendor to provide list of installation- base along with details of the user and year of installation.**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	<p>1.DEFINITIONS:</p> <p>(a) The term Purchaser shall mean the President of India or his successors or assignees.</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 Contractor s Successors, representatives, heirs, executors and administrators unless excluded by the Contract.</p> <p>(c) The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.</p> <p>(d) The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.</p>	Yes / No / Explain	
2	<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 be indicated in the Price Bid template only.</p>	Yes / No / Explain	
3	<p>Export License:</p> <p>The vendor shall inform whether Export License for the tendered equipment is required or not. If required, if vendor to provide commitment that they will able to obtain Export License.</p>	Yes / No / Explain	
4	<p>Delivery Terms:</p> <p>For imported stores, prices shall be quoted on FOB/FCA nearest International/Gateway airport basis inclusive of all taxes, levies, duties arising in the tenderer country.</p>	Yes / No / Explain	



5	<p>Export Formalities, Taxes &amp; Duties: Any export approvals/Govt. clearances required, Taxes and duties as per laws of the exporting country shall be the responsibility of Vendor. Any Govt. formalities/Clearances required, Taxes and duties etc. payable as per Indian Laws shall be PURCHASERS responsibility.</p>	Yes / No / Explain	
6	<p>Delivery Terms: For Indigenous stores, prices shall be quoted on F.O.R. destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of GST as may be applicable.</p>	Yes / No / Explain	
7	<p>For imported materials: Vendors who are offering the delivery term as High Sea Sales/DDP/FOR basis, please note that Purchaser is entitled to issue Customs duty exemption certificate (CDEC) to the contractor under customs notification no.51/96 dated 23.07.1996 and subsequent amendments to enable the contractor to avail off the benefit of concessional rate of customs duty. Under this notification, basis Customs Duty shall be applicable @ 5.5% plus GST as applicable. In addition to the above CDEC, any documentary support requested by the contractor from the purchaser for customs clearance of goods against the above CDEC shall be provided by the purchaser. (Purchaser will provide Customs Duty Exemption Certificate in case of Import Orders/ imported supplies/ High Sea Sales).</p>	Yes / No / Explain	
8	<p>Goods and Service Tax (GST) for Indigenous material: GST shall be payable extra as applicable. Please mention percentage of applicable GST along with HSN Code in your response.</p>	Yes / No / Explain	

9	<p>9.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) or as applicable as per Govt. notification at the time of release of 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). Note: In case Security Deposit is submitted in the form of Bank Guarantee (BG), the issuing bank shall communicate the genuineness of BG through e-mail from issuing bank domain e-mail ID to hariprasad@scl.gov.in and copy to abudhwar@scl.gov.in followed by hard copy to Shri Anil Budhwar, Sr. Purchase and Stores Officer, Semi-Conductor Laboratory, Sector -72, Mohali-160071. In addition the banker may send a scanned copy of the BG as an attachment.</p>	Yes / No / Explain	
10	<p>Terms of Payment in case of overseas supplier(s): 90% of the PO value shall be paid through Sight Draft within 30 days of receipt of material at Purchaser site against presentation of shipping documents to SCL banker routed through contractor bank. The balance 10% amount shall be payable on successful installation, commissioning and acceptance of the equipment at Purchasers site against a Performance Bank Guarantee and same shall be paid through wire transfer.</p>	Yes / No / Explain	
11	<p>Bank Charges: All bank charges outside India related to the payment shall be borne by the Contractor and all bank charges in India shall be borne by the purchaser.</p>	Yes / No / Explain	

12	<p>Terms of payment in case of indigenous supplier(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 at Purchasers site against a Performance Bank Guarantee.</p>	Yes / No / Explain	
13	<p>Delivery Period: The vendor shall specify their best delivery period inclusive of all Govt. formalities of the exporting country. The vendor shall also provide breakup of the delivery period for (i)Supply (ii)Installation and commissioning from the date of receipt of intimation from SCL on readiness of site.</p>	Yes / No / Explain	
14	<p>Installation and Commissioning: Installation, commissioning, and demonstration of performance of the tendered stores as per Purchaser tendered specifications shall be carried out by the Contractor at Purchaser s site at S.A.S. Nagar, Punjab, India. The contractor shall provide in advance guidelines for preparation of installation site and list of items to be supplied by Purchaser during installation. On receipt of intimation from the Purchaser, the Contractor shall depute its engineer to the Purchaser site 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 Contractor shall be responsible for any loss/damages sustained due to delay on the part of the Contactor to send its engineer for installation and commissioning. Failure to commission the tendered equipment successfully shall entitle Purchaser to full refund of the payment made and the interest thereon. Decision regarding successful installation and commissioning shall rest solely with the Purchase.</p>	Yes / No / Explain	

15	<p>Liquidated Damages (LD): If the Contractor fails to deliver the stores within the time specified in the contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of 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 &amp; acceptance as applicable.</p>	Yes / No / Explain	
16	<p>Extension of Time: If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.</p>	Yes / No / Explain	

17	<p>Despatch of stores after expiry of delivery period:</p> <p>i. After expiry of the delivery period, the vendor should not despatch the stores till such time an extension in delivery period is granted by the Purchaser, and Purchaser reserves the right to cancel the Purchase Order/Contract when the ordered stores items are not received before expiry of the original delivery period or the extended delivery period.</p> <p>ii. In case the stores are despatched by the vendor before obtaining an extension of the delivery period from the Purchaser, he would be doing so at his risk and no claim for payment shall lie against the Purchaser either in respect of the cost of the stores despatched or any other related expenses which the vendor may have incurred.</p> <p>iii. In case the stores are required by the Purchaser even though they are delivered after the delivery period, the delivery date may be extended and the stores taken delivery off, subject to the right to claim damages for delay in supply.</p> <p>iv. The payment shall be made to the vendor after getting necessary amendment as per clause (iii) above.</p>	Yes / No / Explain	
18	<p>Warranty: The Contractor shall provide for the tendered equipment comprehensive warranty for parts as well as labour including Computer, microwave digestion system, accessories etc. for a period of 12 months from the date of successful installation, commissioning, testing and acceptance of the equipment at Purchaser site at no extra charges against any manufacturing defect/faulty workmanship. In case any defect/faulty workmanship arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works. Contractor shall carry out preventative maintenance visit at least once in a year and for breakdown as may be required during warranty period. All expenses on the visit(s) of the contractor engineer such as To and Fro travel costs, local transportation, boarding and lodging etc. during warranty shall be borne by the contractor.</p>	Yes / No / Explain	

19	<p><b>Warranty Replacements:</b> If in the opinion of the purchaser it becomes necessary to replace or repair defective equipment during the warranty period, such replacement or repair 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 period of 14 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 DDP (Delivery Duty Paid) basis with freight and insurance upto Purchaser site at S.A.S. Nagar, Punjab and customs duty applicable in India to the Contractor account including compliance with the customs procedure in India as applicable from time to time.</p> <p>The indigenous replacement parts, if any, shall be supplied by the Contractor free of cost on F.O.R. Purchaser site at SAS Nagar, Punjab basis.</p> <p>All defective parts including the imported parts shall be returned by Purchaser to the Contractor, if requested, on Freight to pay basis after receipt of replacement parts.</p>	Yes / No / Explain	
20	<p><b>Performance Bank Guarantee (PBG):</b> The Vendor shall furnish a Bank Guarantee (as per format given by purchaser) from any nationalized/scheduled bank for an amount equivalent to 3% of the value of the Purchase Order (PO) or as applicable as per Govt. notification at the time of Purchase Order 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>	Yes / No / Explain	
21	<p><b>POST WARRANTY AMC:</b> Vendor shall quote separately for post warranty comprehensive (labour &amp; parts) AMC for 05 years, for reference purpose only.</p>	Yes / No / Explain	

22	<p>Replacement: If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.</p>	Yes / No / Explain	
23	<p>Spare &amp; Maintenance support: The vendor to provide spare &amp; maintenance support for minimum 07 years after expiry of warranty period.</p>	Yes / No / Explain	
24	<p>Recommended Spares and Consumables: The Vendor shall provide itemized quote for spares and consumables for one year of operation for reference only. The price list shall be uploaded as a separate pdf file under tab supporting documents from vendor (Commercial). (This would be for reference only and same shall not be considered during commercial /price bid evaluation of the tendered item and for determination of L-1 vendor).</p>	Yes / No / Explain	
25	<p>a. Name and address of Indian agent, if any. b. Percentage of Indian agent Remuneration/Service Charge, if any: Indian agent remuneration/service charge shall be payable by the Purchaser directly to the Indian agent in Indian Rupees based on T.T buying rate of exchange prevailing on the date of placement of purchase order within 30 days of acceptance of material at purchaser site.</p>	Yes / No / Explain	
26	<p>Validity: The offer should be valid for a minimum period of 120 from the date of opening of Tehno-Commercial bid and 90 days after opening of Price Bid.</p>	Yes / No / Explain	

27	<p>Mode of Despatch: In case of foreign orders, stores should be despatched by Indian Flag Vessels/Air India or through any Agency nominated by us whose contact details shall be indicated in the purchase order.</p> <p>In case of indigenous orders: Vendor responsibility.</p>	Yes / No / Explain	
28	<p>Insurance of Stores: Insurance wherever necessary, will be arranged by the Purchaser. The necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.</p> <p>In case of indigenous order, insurance shall be the responsibility of the vendor.</p>	Yes / No / Explain	
29	<p>Packing &amp; Forwarding: The Contractor shall pack and crate all stores for air/sea/road shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail, air or sea. The Contractors shall be responsible for all damages due to improper packing.</p>	Yes / No / Explain	
30	<p>New Machine Certificate: 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	



31	<p><b>REJECTION :</b>  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> <ul 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> </ul> <p>The provision of this article shall not prejudice the Purchasers rights under LD clause.</p>	Yes / No / Explain	
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32	<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. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	Yes / No / Explain	
33	<p><b>Applicable Law:</b>  The Contract shall be interpreted, construed and governed by the laws of India.</p>	Yes / No / Explain	
34	<p>Indicate the name and address of the vendor for placing Purchase Order along with their e-mail ID, contact person and designation, Telephone No. and fax no.</p>	Yes / No / Explain	

35	<p>Whether the Vendor / Supplier is from any country sharing land boundary with India or whether the vendor / supplier is representing any principal vendor /principal supplier sharing land boundary with India. If the vendor / supplier is from any country which shares land border with India or if the vendor /supplier is and Indian Agent representing principal vendor/principal supplier of a country which shares land border with India they need to submit a photo copy documentary proof of Registration with Registration Committee constituted by Department of promotion of Internal Industry and Trade DPIIT Offers received from vendors who fall in this category but does not submit copy of documentary proof of registration shall be rejected.</p>	Yes / No / Explain	
36	<p>The participating vendors/suppliers/service providers shall indicate specifically whether they fall in 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. The vendor/supplier/service provider shall submit documentary proof in this regard. The provisions of above referred office order shall apply for this procurement.</p>	Yes / No / Explain	
37	<p>Technical Documentation: The vendor shall provide hard and soft copy manuals related to operation, maintenance and schematic in English language. Technical documentation should include safety operating procedure.</p>	Yes / No / Explain	
38	<p>Training: Vendor shall provide comprehensive training related to operation, calibration, maintenance &amp; safety of equipment at SCL, immediate after acceptance of the equipment. However, vendor should also answer to the queries over phone &amp; email whenever required.</p>	Yes / No / Explain	
39	Any Other Term:	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Supply installation and commissioning of Liquid Particle Counter	1.00 Nos.		-		

**Common charges (Applicable for all items)**

<b>Post Warranty AMC Charges per Year</b>	
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