

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

**Tender for Supply of High Speed Diesel**

**Bids to be submitted online**

**Tender No.: SCL/PurUnit-4/SC202200014001 dated 02-09-2022**

## A. Tender Details

Tender No :	<b>SCL/PurUnit-4/SC202200014001</b>
Tender Date :	<b>02-09-2022</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>PurUnit-4</b>
Centre :	<b>SEMI-CONDUCTOR LABORATORY (SCL)</b>

## Procurement of Supply of High Speed Diesel

This tender is proposed as a DOMESTIC PUBLIC TENDER. This tender is restricted only to Class-I and Class-II Local Suppliers as defined under DPIIT Order dated 04/06/2020- Preference to Make in India Order-2017 Revision. Non-Local Suppliers need not quote.

Foreign OEMs/Agents quoting on behalf of Foreign OEMs are not permitted to quote. High Sea Sales Quotes not permitted. The bids shall be in INR only.

Purchase preference to eligible vendors are applicable as per extant notifications issued by the Government of India.

The Class-I/Class-II Local suppliers, at the time of submitting their offer, shall also indicate percentage of local content and provide self-certification that the item (s) offered meets the local content requirement for Class-I/Class-II Local Suppliers as the case may be. They shall also give details of location (s) at which the local value addition is made.

In cases if the item(s) offered exceed Rs. 10 Crores, the Class-I/Class-II Local Suppliers shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

False Declarations will be in breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule

151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Technical Bids will be opened at the scheduled due date & time. No further intimation will be sent in this regard. The schedule for price bid opening shown is only indicative. Price bids will only be opened in the case of parties who have been techno-commercially accepted, the details of which will be communicated at a later stage.

Parties 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. Parties can seek help from help desk +91471 2565 454/2527 (Email:eproc@vssc.gov.in) also the home page of e-procurement portal may be accessed for any technical help for registration and subsequent process. Parties may please note that without registering in our Eprocurement portal they will not be able to quote for this tender.

## **A.1 Tender Schedule**

Bid Submission Start Date :	<b>02-09-2022 15:00</b>
Bid Clarification Due Date :	<b>12-09-2022 11:30</b>
Bid Submission Due Date :	<b>27-09-2022 15:00</b>
Bid Opening Date :	<b>27-09-2022 15:01</b>

## **B. Tender Attachments**

NA

### **Instructions To Vendors**

#### **1. 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 of High Speed Diesel

#### 1. Supply of High Speed Diesel

##### Item specifications for Supply of High Speed Diesel

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Make	IOCL , HPCL, BPCL.	Yes / No / Explain		
2	Delivery:	Staggered up to SCL's storage tank at the earliest, as per the instruction of M/s SCL.	Yes / No / Explain		

[Document : HSD\\_ Justification note](#)

[Document : HSD\\_ Indent](#)

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

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Safety	In the course of the work, personnel working in the system at site should take utmost care for their safety and work purely at vendor's risk. SCL will not be responsible for any untoward accidents for the vendor's working personnel. Vendor shall complete the work as per applicable safety standards and codes.	Yes / No / Explain		
2	Deviation	No deviation from the mentioned specifications is acceptable. In case of any deviation from required specs the bid may be cancelled by SCL	Yes / No / Explain		

3	Eligibility	Vendor shall be OEM i.e. only state owned oil companies of approved make are eligible to participate.	Yes / No / Explain		
4	Delivery	Delivery-staggered up to SCL's storage tank at the earliest, as per instruction of M/s SCL. Kindly mention the maximum time required for the delivery of HSD up to SCL's storage tank from the time of M/s SCL instruction.	Yes / No / Explain		

**Supporting Documents required from Vendor**

**1. HSD latest Laboratory Test report / Technical leaflet of the offered make High Speed Diesel as per applicable latest IS specifications**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Delivery Term: Tenders offering firm prices will be preferred and the prices should be on F O R S C L, S. A.S Nagar basis.	Yes / No / Explain	
2	GST: Please mentioned applicable rate of GST/VAT or other taxes/duties.	Yes / No / Explain	
3	DELIVERY : The contractor shall ensure prompt delivery after receiving intimation from purchaser. Contractor shall arrange delivery of HSD up to tank at purchaser site.	Yes / No / Explain	
4	PAYMENT TERMS: Payment shall be made within 30 days of the receipt and acceptance of the materials/supplies at purchaser site.	Yes / No / Explain	
5	Delivery Pattern: Delivery shall be obtained in staggered lots ( 12KL/Lot) over a period of 02 years.	Yes / No / Explain	

6	<p><b>SECURITY DEPOSIT:</b> After acceptance of the 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 receipt of PO towards successful execution of the PO. Security Deposit shall be submitted through Demand Draft / Bankers Cheque/ Fixed Deposit Receipt or Bank Guarantee(BG) 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 of BG, Vendor to ensure that their Banker gives Bank Guarantee(BG) confirmation over email from Bank Domain at the following email ids, followed by a letter of confirmation as hard copy: njain@scl.gov.in CC: sunilchauhan@scl.gov.in jarnail@scl.gov.in In addition the banker may send a scanned copy of the BG as attachment.</p>	Yes / No / Explain	
7	<p><b>VALIDITY:</b> The tender must be valid for a minimum period of 90 days from the date of opening of bid.</p>	Yes / No / Explain	
8	<p><b>GUARANTEED TIME DELIVERY :</b> 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 as per intimation received from purchaser.</p>	Yes / No / Explain	

9	<p><b>DELAY IN COMPLETION /LIQUIDATED DAMAGES:</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 percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed.</p>	Yes / No / Explain	
10	<p><b>ADDITIONAL REQUIREMENT:</b>  After exhausting the ordered quantity, the proposed purchase order can be further extended for a period of one year or as mutually agreed to.</p>	Yes / No / Explain	
11	<p><b>TEST CERTIFICATE:</b>  Wherever required asked, test certificates shall be produced by the contractor.</p>	Yes / No / Explain	
12	<p><b>CONTRACTORS DEFAULT LIABILITY:</b>  The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:</p> <p>a)If in the judgment 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.</p> <p>b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.</p>	Yes / No / Explain	
13	<p><b>COUNTER TERMS AND CONDITIONS OF SUPPLIERS:</b>  Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.</p>	Yes / No / Explain	

14	<p><b>EXTENSION OF TIME :</b>          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	
15	<p><b>REJECTION:</b>          In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser.</p>	Yes / No / Explain	
16	<p><b>GUARANTEE &amp; REPLACEMENT:</b>          a)The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material.          b)If in the opinion of the purchaser it becomes necessary to replace any defective stores such replacement 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 within 01 month from the date of receipt at SCL.</p>	Yes / No / Explain	

17	<p>Arbitration: In the event of any disputes, differences or claims arising out of or relating to the interpretation and application of the Contract, such disputes or differences or claims shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible within 30 days from the date of receipt of written notice of the existence of such disputes then the unresolved disputes or differences or claims shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.</p> <p>Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	Yes / No / Explain	
18	<p>APPLICABLE LAW: The Contract shall be interpreted, construed and governed by the laws of India.</p>	Yes / No / Explain	
19	Any other terms	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
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1	Supply of High Speed Diesel	60000.00 Litre		-		
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