**TENDER NOTICE No. SCL/PT/189**

For and on behalf of The Director, Head-Purchase & Stores, Semi-Conductor Laboratory (SCL) invites Online Tenders from State Owned Petroleum Companies (PSU) for the following:

<table>
<thead>
<tr>
<th>क्रमसं. Sr No.</th>
<th>लिखिता संख्या/Tender Number</th>
<th>विवरण/ Description</th>
<th>संख्या/ Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>एससीएल/पीएंडस5/2021E0193301 SCL/PS5/2021E0193301</td>
<td>हाई स्पीड डीजल की सप्लाई। निर्माता: आई ओ आर एस, बी पी सी एल, बी एच पी सी एल।राजकीय भवन से बयान और भंडार भाग/Head, Purchase &amp; Stores Division</td>
<td>60000 लीटर/ Liters विभिन्न खेप्स में/ Staggered delivery in lots</td>
</tr>
</tbody>
</table>

Date & Time for download of Tender Form निविदा फाइल में डाउनलोड करने की तिथि एवं समय शुरू/ Starts: 10.02.2021 से/ from 17:01 hrs. (IST) समाप्त/Ends: 10.03.2021 तक/ at 1030 बजे/hrs (IST)

ऑन लाइन निविदा को प्रस्तुत करने की तिथि एवं समय शुरू/ Starts: 10.02.2021 से/ from 17:02 hrs. (IST) समाप्त/Ends: 10.03.2021 तक/ at 1100 बजे/hrs (IST)

ऑन लाइन निविदाएं खोलने की तिथि एवं समय 15.03.2021 से/ from 1101 hrs. (IST) 16.03.2021 को/at 1700/बजे hrs (IST)

Tender Documents of above mentioned Tenders can be accessed at e-tender portal [https://eprocure.isro.gov.in](https://eprocure.isro.gov.in) और ईसीएल की वेबसाइट [www.scl.gov.in](http://www.scl.gov.in) / ISRO website [www.isro.gov.in](http://www.isro.gov.in) / सीपीपी पोर्टल (http://eprocure.gov.in) से डाउनलोड कर सकते हैं।

उपरोक्त निविदाओं से सम्बंधित दस्तावेज को e-tender portal [https://eprocure.isro.gov.in](https://eprocure.isro.gov.in) से देख सकते हैं और ईसीएल की वेबसाइट [www.scl.gov.in](http://www.scl.gov.in) / ISRO website [www.isro.gov.in](http://www.isro.gov.in) से डाउनलोड कर सकते हैं।
Tender Details

Tender No: SCL/PS5/2021E0193301

Tender Date: 08/02/2021

Purchase Entity: Pur_Entity5

Tender Notice

SEMI CONDUCTOR LABORATORY (SCL) E-procurement Tender no. SCL/PS5/2021E0193301,

SEMI CONDUCTOR LABORATORY (SCL) invites ONLINE offers through e-tender portal https://eprocure.isro.gov.in for High Speed Diesel.

State Owned Petroleum Companies (PSU) only shall be eligible to participate in the tender and may at their option, login to http://eprocure.isro.gov.in and submit offers as per details in the tender notification.

Tender Documents can be downloaded from 10.02.2021 at 1701 hours to 10.03.2021 up to 1030 hours. 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. Please note Tender fee shall not be applicable for tenders submitted on-line through this portal.

Vendors interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal https://eprocure.isro.gov.in by downloading plugins and help demos listed on the home page of the e procurement link mentioned above to complete the vendor registration process. They can seek help from help desk 0091-20-25315555/9167969601

Tender No: SCL/PS5/2021E0193301
(Email:support.isro@nextenders.com) also the home page of e procurement portal may be accessed for any technical help for registration and subsequent process. Vendors may please note that without registering in our E-procurement portal they will not be able to quote for this tender.
Tender Attachments

Instructions to Tenderers (PT)

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Instructions to Tenderers (PT): Definitions:
a) The term ‘Purchaser’ shall mean the Semi-Conductor Laboratory.

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.

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 in the Purchase Order.

d) The term ‘Purchase Order’ shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores.

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

2. GST or any levies legally leviable to be claimed should be distinctly shown separately in the tender.

3. Your quotation should be valid for 90 days from the date of opening of the tender.

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

5. 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.

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

7. 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.
### Bid Templates

#### Compliance Sheet

#### Item Specifications

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Specifications</th>
<th>Compliance (Yes/No)</th>
<th>Offered Specifications</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>High Speed Diesel (HSD) Make: IOCL / HPCL / BPCL Note: Offered make of HSD shall be mentioned along with bid.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Delivery to be staggered, as per SCL's instructions.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Vendor Specificed Terms

<table>
<thead>
<tr>
<th>Description</th>
<th>Vendor Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

Tender No: SCL/P55/2021E0193301
2. GST:
Please mention applicable rate of GST/VAT or other taxes.

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.

4. PAYMENT TERMS:
Payment shall be made within 30 days of the receipt and acceptance of the materials at purchaser site.

5. DELIVERY PATTERN:
Delivery shall be obtained in staggered lots (12KL/Lot) over a period of 02 years.

6. SECURITY DEPOSIT:
a) On acceptance of the tender, the Contractor shall submit security deposit for ten percent (10 percent) of the value of the Contract within
15 days from the date of purchase order. If the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores contracted at the cost and risk of the Contractor.

b) 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 Contract.

c) In case the contractor fails to furnish the security deposit within the specified date or extended due date, the Purchase Order Contract shall be cancelled, and the EMD, if any, made earlier shall be forfeited, and, in addition appropriate penal action may also be considered.

d) After the Purchase Order Contract is successfully executed in all respects, the Bank Guarantee towards Security Deposit may be discharged and retained amount refunded to vendors.

e) In the event of non-execution of the Purchase order Contract or breach of any terms and conditions of the Purchase Order, the Security Deposit shall be forfeited.

7. VALIDITY:

The tender must be valid for a minimum period of 90 days from the date of opening of bid.
8. 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 as per intimation received from purchaser.

9. DELAY IN COMPLETION LIQUIDATED DAMAGES:

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. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the undelivered. Delivery of stores shall be complete on acceptance.

10. ADDITIONAL REQUIREMENT:

After exhausting the ordered quantity, the proposed purchase order can be further extended for a period of one year or as mutually agreed to.
11. **TEST CERTIFICATE:**

Wherever required asked, test certificates shall produced by the contractor.

12. **CONTRACTORS DEFAULT LIABILITY:**

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

a) If in the 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.

b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

13. **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.
### 14. 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.

### 15. REJECTION:

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser.

### 16. GUARANTEE & REPLACEMENT:

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. |

| 17. 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. |

| 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.

18. APPLICABLE LAW:
The Contract shall be interpreted, construed and governed by the laws of India.

19. Any other terms

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Slab Range</th>
<th>Qty</th>
<th>UOM</th>
<th>Currency</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Speed Diesel</td>
<td>-</td>
<td>60000</td>
<td>Litre</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Make: IOCL, HPCL,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BPCL (Delivery staggered, as per SCL's instruction)

Break-up of other taxes and other costs should be specified in respective narration columns.
Sum of these Break-up values should be specified in respective value columns.