Tender Details

Tender No: PRL/PURCHASE/2018E0081401

Tender Date: 03/07/2018

Purchase Entity: Physical Research Laboratory

Tender Notice

PHYSICAL RESEARCH LABORATORY (PRL)

A Unit of Dept. of Space, Govt. of India

Navarangpura, Ahmedabad 380 009, (Gujarat), INDIA.

Tel: 91-79-2631 4113/4112/4119, FAX: 91-79- 26314910

Email: purchase@prl.res.in , Web: www.prl.res.in

INVITATION FOR BIDS

E-Procurement Tender Notification No.PRL/PURCHASE/GT-02/18-19 Dated 20-07-2018

The Director, Physical Research Laboratory, Ahmedabad invites bids in Two parts i.e. (Part I Technical Bid and Part-II Price bid) for the supply, installation, testing and commissioning of item/equipment listed below:

Sl.No 1

E-Procurement File No.PRL/PURCHASE/2018E0081401

Description of items/ equipmentElectron Source/ Gun

Quantity 1 No.

Interested Bidders may obtain further information including Technical Specifications, Tender Documents, Submission Forms and all other relevant information with terms and Conditions of bidding from our website https://www.prl.res.in and www.isro.gov.in under link Business with PRL Tenders / Contracts and Tender Notices respectively.

There is no fee for Tender Document/s.

On line bid submission :

The interested bidders must submit their offer on Line by registering their firms under E-procurement within the Due date and time. The concerned Web link for E-Procurement is https://eprocure.isro.gov.in/isro/index.asp? For vendor registration supplier has to have digital certificate and non public domain email id.

This is a two stage process. After submission of bid, bidder has to give open authorization also. Digital Certificate is to be used at every stage of Submission i.e. Open authorization and Opening of the Bids. Accordingly interested bidders are requested to visit the above web link and read the instructions carefully to ensure that the bids are submitted correctly and open authorization is confirmed at appropriate time. Bids of those bidders who have completed above two steps will only be opened. Please note that time slot for various activities for E-Procurement is to be followed rigidly.

For any problem during the process of bidding online, bidders may contact help line as mentioned on E procurement website i.e. at 9167969601 during working hours as per Indian standard time.

Suppliers are requested not to wait till last date for submission of Open Authorization and Bid Submission as Technical Support shall be available only on working days during working hours and any delay shall result in Invalid Bid.

Suppliers are NOT required to submit hard copy of bids.

Schedule of tendering :

Last date for online bid submission : 24-08-2018 23:00 hrs (IST)

Last date for online open Authorization : 04-09-2018 23:00 hrs (IST)

Date and time for Technical bid opening : 05-09-2018 14:00 hrs (IST)

Supplier can attend Technical Bid Opening with prior intimation.

The Price Bids of only those technically qualified bidders will be opened for which Date and Time will be informed separately.

In the event of the date specified for bid opening being declared as a closed holiday for purchasers office, the due date for bid opening will be the following working day at the appointed time.

The Director, PRL, Ahmedabad reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons thereof. The Director, PRL also reserves the right to reject any bid and annul the bidding process at any time prior to award of contract, without assigning any reasons and there by incurring any liability to the affected bidder or bidders.

Soft copy of Tender Terms is also uploaded in pdf format on our website.

Registrar, PRL

Tender Attachments

Technical Write-up/Drawings

A**ttachment - I:**

IDT00161600000000000isro05401.pdf

A**ttachment - II:**

A**ttachment - III:**

A**ttachment - IV:**

A**ttachment - V:**

Instructions to Tenderers (PT)

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I. INSTRUCTIONS TO TENDERERS

The Tenderers should submit quotations online complete in all respects with technical specifications, including pamphlets and catalogues.

Late and delayed tenders will not be considered.

GST / or other duties / levies legally leviable and indented to be claimed should be distinctly shown separately in the tender. Concessional GST Certificate shall be provided by Purchaser under Notification No. 45/2017.

(a) Your quotations should be valid for 120 days from the date of opening of the tender.

(b) Prices are required to be quoted according to the units indicated in the 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. (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 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.

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.

7. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

8. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.

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

10. Part shipment is not allowed unless specifically agreed to by us.

11. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

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.

II. TERMS AND CONDITIONS

DEFINITIONS:

The term 'Purchaser' shall mean the President of India or his successors or assignees.

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.

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 of plant, machinery or equipment of part thereof.

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.

3. GUARANTEE & REPLACEMENT:

(a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

(b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

(c)If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

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

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

(f)To fulfil guarantee conditions outlined in clause 3 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

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

(h)Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 3 (b) & (c) shall be the asked for guarantee period plus two months.

4. 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. For the goods supplied from outside of Ahmedabad, Purchaser shall take Insurance of stores to be supplied. For Goods / stores to be supplied from Suppliers within Ahmedabad, they are responsible for insurance / safe delivery of items at purchasers premises.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.

5. DESPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authoritiesspecifying thegoods despatched.The consignment shouldbe despatched 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.

6.TEST CERTIFICATE:

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

7. ACCEPTANCE OF STORES:

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

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

(c)If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

(d)If the whole or any part of the stores supplied are rejected in accordance with Clause No. 7 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

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.

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 maximum 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 9 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re- purchase 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.

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 9 thereof.

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.

PAYMENT:

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

13. MODE OF PAYMENT:

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

14. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

15. INDEMNITY:

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

16. ARBITRATION:

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit

(i)In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or

(ii)In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises.The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs. Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

17.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.

18. 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.

19. CONSIGNEE:

Purchase & Stores Officer, Stores, Physical Research laboratory, Navrangpura,

Ahmedabad-380009, India. Contact No. 079-26314072/75. Email : stores@prl.res.in

SHIPPING MARKS:

The mark on the shipping documents such as invoice, Delivery Challan and on the packages

should be as follow:

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA

A UNIT OF DEPARTMENT OF SPACE

PHYSICAL RESEARCH LABORATORY

NAVRANGPURA, AHMEDABAD-380009, INDIA

Bid Templates

Vendor Specificied Terms

Description	Vendor Terms
Name, Address, phone FAX, email of the company on which order is To be placed	
Taxes and other costs, if any	
Warranty: We prefer warranty period will start from date of Installation	
Delivery period in No of days from date of PO:	
Payment terms:	
Installation & training (if required)	
Validity of the quotation:	
Validity of the quotation:	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

COMMERCIAL COMPLAINCE SHEET PRL IMPORT

COMMERCIAL COMPLAINCE SHEET PRL IMPORT

PRL TERMS	MENTION AGREE OR DISAGREE
The supplier has read all the terms and conditions and accepts them unconditionally	
PRL will issue custom duty exemption certificate under51/96 or excise duty exemption certificate whichever is applicable	
Supplier confirms that they have not quoted any price in technical bid	
L.D. clause: PRL reserves the right to levy Liquidated Damages @0.5% of total order value per week of delay in delivery, installation, Execution of the order successfully. Subject to maximum of 10% of order value	
Part of the week shall be considered as full week PRL reserves the right to cancel the order in case the delay is more than 5 weeks. Transit period will be excluded while deriving applicability of this clause.	
PBG clause: You have to submit PBG for 10% of PO value, valid for warranty period + 2 months from date of starting of warranty period.	

COMMERCIAL COMPLAINCE SHEET PRL IMPORT

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
Electron gun Electron Source/Gun	-	1	NOS	-	-	-

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.

PRICE BID RELATED INFORMATION PRL IMPORT

PRICE BID RELATED INFORMATION PRL IMPORT

PRICE BID RELATED INFORMATION	PRICE BID RELATED INFORMATION FROM SUPPLIER SIDE
Price Bid related information: 1	
Price Bid related information: 2	

Price Bid related information: 3	
Price Bid related information: 4	
Price Bid related information: 5	
Price Bid related information: 6	

PRICE BID RELATED INFORMATION PRL IMPORT