

Tender Details

Tender No: SCL/PS4/2020E0170101

Tender Date: 11/02/2020

Purchase Entity: Pur_Entity4

Tender Notice

Tender Notice E-Procurement Tender No. SCL/PS4/2019E0170101 dated 12.02.2020. SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for Rate Contract for Assembly of Epoxy Probe Card (3 Years). Tender documents can be downloaded from 14.02.2020 to 16.03.2020. 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 020 25315555/9167969601 (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.

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 treated as unsolicited offers and rejected. Prices should be indicated in the Price Bid template only.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

IDT002661000000000000isro05401.pdf

Attachment - II:

Attachment - III:

Attachment - IV:

Attachment - V:

DOS PM 20

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INSTRUCTIONS TO TENDERERS AND TERMS and CONDITIONS OF TENDER

1. Tenderers may, login to <http://eprocure.isro.gov.in> and submit offers as per details in the tender notification.

Bid /Open Authorization shall be submitted online only complying specified schedule.

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

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

4. (a) Your quotation should be valid for 90 days (single part tender) and 120 days (two part tender) from the date of opening of the tender.

(b) 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. (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.

6. 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. The tenderer should supply along with his tender, the name of his/her banking details such as account no. IFSC Code etc.

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

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

TERMS and CONDITIONS OF TENDER(

1. DEFINITIONS:

(a) The term PURCHASER shall mean the President of India or his successors or assigns.

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

(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 and machinery and subsequent testing, should such a condition is included in the Purchase Order.

(d) The term PURCHASE ORDER shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

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

3. SECURITY DEPOSIT: if applicable a) On acceptance of the tender by Purchaser, 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. 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, in addition, appropriate penal action may also be considered.

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 nonjudicial 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) After the Purchase Order/Contract is successfully executed in all respects, the Security Deposit may be discharged.

d) 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. On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as

4. GUARANTEE and REPLACEMENT:

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

(b) During the Warranty Period (If any) after the acceptance /installation 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 the Warranty Period + 60 days from the date of acceptance/installation 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 Warranty Period from the date of acceptance/installation thereof.

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

(e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said Warranty Period 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 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser shall be provided at the time of placement of order) from a Bank for an amount equivalent to 10 percentage of the value of the Contract along with first shipment documents/ before release of payment. 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 the Warranty Period (if any) from the date of arrival of the stores at purchaser site.

(h) Even while the Warranty Period (if any) 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 Warranty period referred para 4 (b) and (c) shall be the asked for Warranty period plus two months.

5. PACKING FORWARDING and INSURANCE: The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit

being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. DESPATCH: The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on said to contain basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

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

8. ACCEPTANCE OF STORES:

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

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

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

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8(c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTED STORES: Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. DELIVERY:

(a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.

(b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either:

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5 percentage 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 percentage, 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 subclause (ii) and (iii) of clause 10(b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the repurchase 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 repurchase made against default. The manner and method of such repurchase shall be at the

discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME: As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchasers right to recover liquidated damages under clause 10 thereof.

12. ERECTION OF PLANT and MACHINERY (if applicable): Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

13. PAYMENT: Contractors bill will be passed for payment only after the stores have been received, inspected and accepted / installed by the Purchaser.

14. MODE OF PAYMENT: Normally payment will be made for the accepted stores within 30 days from the date of receipt and acceptance of materials.

15. 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.

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

17. ARBITRATION: 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 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. 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.

19. 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.

20. In eprocurement system submission of bid is a on line process . After submission of bids, bidders have to wait for bid sealing by Purchaser. Subsequently, bidders have to complete open authorization in the eprocurement system to enable the Purchaser to open the bid. If open authorization is not completed by the bidder, then Purchaser will not be able to open the bid and the bid becomes invalid.

In case bidder encounters any technical snag pertaining to eprocurement system while acting on the tender, computer screen shot of the error message with date and time stamp on the web browser along with the query shall be emailed by the bidder to the help desk, for resolution of the problem, at least 5 working days before the due date and time of bid submission. The contact detail of the help desk is available on the home page of the eprocurement 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.

DOS PM 22

DOS PM 22:

DOS:221. Bid /Open Authorization shall be submitted online only complying specified schedule and complete in all respects with technical specifications, including pamphlets and catalogues.

2. A Proforma Invoice may also be given which should contain the following information:

a) The FOB/FCA value, the C and F value for import by Sea freight / Air freight up to and for air parcel post up to.....should be separately indicated.

b) 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.

c) 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.

- d) The earliest delivery period and country of origin of the Stores.
- e) Bankers name, address, telephone/fax Nos. and eMail ID of the Contractor.
- f) The approximate net and gross weight and dimensions of packages /cases.
- g) Recommended spares for satisfactory operation for a minimum period of one year.
- h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.

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

4. 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.

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

6. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.

7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.

8. The details of Import Licence will be furnished in the Purchase Order.

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

10. 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.

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

12. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.

13. 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.

14. 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.

15. 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.

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

TERMS AND CONDITIONS

1. DEFINITIONS:

(a) The term Purchaser shall mean the President of India or his successors or assignees.

(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.

2. 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. TERMS OF PAYMENT:

3.1 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.

3.2 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) If applicable, Warrantee and guarantee Certificate/s vide Clause 20 herein below

4. IMPORTANT LICENCE:

Reference to Import License No. and date and Contract number and date shall be prominently indicated in all the documents vide para 3.2

5. DEMURRAGE:

If applicable, Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 1012 days) from the date of bill of lading for sea consignments and within 34 days from the date of Air Way Bill for air consignments.

6. ADDRESS OF INDIAN AGENTS:

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7. 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.

8. INSPECTION AND ACCEPTANCE TEST:

8.1 The 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.

8.2 For tests on the premises of the Contractor or of any of his subContractors, 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.

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

9. MODE OF DESPATCH:

Generally, stores should be dispatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.

10. PORT OF ENTRY:

IGI airport New Delhi / Mumbai

11. CONSIGNEE:

Purchase and Stores Officer, Stores,

12. 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

..... (name of the Centre/Unit)

Destination: and

Port of Entry:

13. INSURANCE OF THE STORES:

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

14. CONTRACTORS DEFAULT LIABILITY:

14.1 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 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.

15. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 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 Clause 19 until such reasonable time as may be required for the final supply of stores.

15.1 If this Contract is terminated as provided in Clause 14 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.

15.2 In the event the Purchaser does not terminate the Contract as provided in Clause 14, 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 19 until the stores are accepted.

16. 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.

17. 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. If the Contractor fails to do so, the purchaser may at his option either :

- a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
- b) terminate the Contract for default as provided under clause 14 above, or
- c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchasers rights under clause 19.

18. 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.

19. 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 of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 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 missing parts are delivered.

20. GUARANTEE and REPLACEMENT(if applicable):

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 are found to have developed under proper use arising from faulty materials, 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 parts thereof are faulty.

c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals 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, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects 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 fulfill guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10Percent 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 stores at purchasers 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, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

21 REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:

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.

22. 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.

23. ARBITRATION:

If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

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. 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 fulfillment of the Contract.

26. 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.

27. 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.

28. 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.

29. 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.

30. APPLICABLE LAW:

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

Bid Templates

Scope and Specs, page 1

Item Specifications

Sl. No	Specifications	Compliance (Yes/No)	Offered Specifications	Remarks
1	1) Scope:			
2	1.1) The rate contract is for the assembly of epoxy probe cards to test/probe CMOS/CCD devices at wafer level			
3	1.2) The total value of the rate contract is Rs 60 lacs and period is 3 years			
4	1.3) The tentative annual requirement of epoxy cards is about 20 with average number of 125 pins per probe card			
5	1.4) The procurement of Epoxy probe cards will be			

	as-and-when required basis			
6	1.5) GERBER data will be provided by SCL for PCB design of Standard probe cards			
7	1.6) Fabricated Printed circuit boards will be provided by SCL in case of Custom probe cards			
8	1.7) Vendor to quote for the rate contract as per attached format (Annexure III) and upload in PDF format (commercial bid)			
9	2) Eligibility Criteria:			
10	2.1) Only original epoxy probe card builder/assembler or their authorized representatives are eligible to participate in the tender			
11	2.2) The vendor should have at least 5 years experience in the			

	assembly and maintenance of epoxy probe cards			
12	2.3) The vendor must have supplied epoxy cards to established semiconductor industries engaged in the manufacturing of ICs			
13	2.4) The vendor should have the capability to assemble epoxy probe cards with minimum pad pitch of 65 micron.			
14	2.5) The vendor should have the capability to assemble epoxy probe cards up-to 500 pins			
15	2.6) The vendor should have the capability to assemble epoxy probe cards for the die size up-to 75 mm x 75 mm and up-to 120 mm in one dimension.			
16	3) Technical Specification:			
17	3a) Die Information:			

18	3a.1) Pad pattern: Peripheral			
19	3a.2) Pad Material: Aluminium			
20	3a.3) Minimum pad opening: 57µm x 57 µm			
21	3a.4) Minimum pad pitch: 65 µm			
22	3a.5) No of pads: To be provided			
23	3a.6) Die size: To be provided			
24	3b) Probe card specification:			
25	3b.1) Rectangular: 4.5mm and 6.5mm wide			
26	3b.2) Round: 9.5mm and 12mm diameter			
27	3b.3) Type of ring: Ceramic			
28	3b.4) PCB material: FR4			
29	3b.5) Interface for rectangular cards: Headers			

	(25x2 pin each with 100 mils pitch) are to be mounted on the top side of the probe card for cable interface			
30	3c) Probe specifications:			

Scope and Specs, page 2

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
31	3c.1) Probe Material: Tungsten			
32	3c.2) Tip Length: 7 mils			
33	3c.3) Spring Constant: 2 gm/mil			
34	3c.4) Probe tip dia: 1 mil			
35	3c.5) Tip angle: 112 degree			
36	3c.6) Tip shape: Semi-Round			

37	3c.7) Needle depth: Minimum 82 mils with epoxy array base			
38	4) General Information:			
39	4.1) Overdrive: 3 mils			
40	4.2) Probing Temp.: Ambient			
41	4.3) Prober: Electroglas 4090μ+			
42	4.4) Tester: Ultra-Flex/ADVANTEST 93K			
43	4.5) Interface: Cable Interface for blade type rectangular card and overhead dock for round probe cards			
44	4.6) Edge Sensor : Not required			
45	4.7) Source of pad coordinates: Softcopy			
46	4.8) No. of common signals: To be provided			

47	4.9) Specific routing: To be provided			
48	4.10) Planarity: + / - 0.5 mil			
49	4.11) Alignment of probes from centre of die: + / - 0.25 mil			

Vendor Specified Terms

Description	Vendor Terms
<p>1.The GERBER Data will be provided by SCL for PCB design of Standard probe cards.</p> <p>Fabricated Printed Circuit Boards will be provided by SCL in case of Custom Probe Cards.</p> <p>Pad coordinates will be provided in soft form alongwith Purchase Order.</p> <p>Vendor to send Probe Card layout to SCL for verification before proceeding further with the fabrication of epoxy cards.</p> <p>The tentative annual requirement of epoxy cards is about 20 with average number of 125 pins per probe card.</p> <p>Vendor to quote for the rate contract as per attached format as Annexure III and upload in PDF format (Commercial Bid).</p>	

2. Vendor to note that the estimated quantities of Epoxy Cards indicated in the scope are tentative and may change as per the actual requirement.	
3. Due to compatibility issues only overall L1 vendor shall be selected.	
<p>4. DELIVERY TERM:</p> <p>For imported stores, prices shall be quoted on FCA nearest International airport basis.</p> <p>For indigenous items, prices shall be quoted on FOR SCL, S.A.S. Nagar basis.</p>	
<p>5. Delivery Period:</p> <p>The contractor shall indicate the time period for the fabrication of PCBs from the date of final clearance by SCL.</p>	
<p>6. INSURANCE OF THE STORES:</p> <p>For imported items, insurance shall be responsibility of vendor.</p> <p>For indigenous items, Insurance shall be to responsibility of the vendor.</p>	

<p>7. Terms of Payment:</p> <p>For imported store(s) payment shall be made through Sight Draft after shipment. Documents for claiming payment shall be send by the vendor after shipment through their bank to our bank. The details of our bank shall be mentioned in the purchase order.</p> <p>For indigenous store(s) 100% Payment shall be made within 30 days from the date of receipt and acceptance of the fabricated PCBs at SCL.</p>	
<p>8. Bank charges of vendors bank shall be the responsibility of the vendor and bank charges of purchasers bank shall be responsibility of the purchaser.</p>	
<p>9. VALIDITY:</p> <p>The vendors bid shall be valid for a minimum period of 120 days from the due date for submission of bids and minimum 90 days from the date of opening of commercial bids.</p>	
<p>10. MODE OF DESPATCH:</p> <p>For imported items, store (s) shall be dispatched by air to IGI Airport New Delhi under consolidation services through Purchasers designated freight forwarder. The contact details of the Freight Forwarder shall be</p>	

<p>indicated in the purchase order.</p> <p>Or</p> <p>By courier. Or</p> <p>For indigenous items, it shall be the responsibility of the vendor to supply the store(s) on FOR SCL S.A.S. Nagar basis.</p>	
<p>11.PORT OF ENTRY:</p> <p>IGI Airport, New Delhi</p> <p>CONSIGNEE:</p> <p>Sr. Purchase & Stores Officer (Stores)</p> <p>Semi-Conductor Laboratory</p> <p>Sector 72, S.A.S. Nagar (Mohali), Punjab</p> <p>India - 160 071</p> <p>SHIPPING MARKS:</p> <p>The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follow:</p> <p>PURCHASE ORDER NO.:</p> <p>DATED</p> <p>GOVERNMENT OF INDIA</p>	

<p>DEPARTMENT OF SPACE</p> <p>SEMI-CONDUCTOR LABORATORY</p> <p>DESTINATION: SECTOR 72, S.A.S. NAGAR (MOHALI), PUNJAB, INDIA.</p>	
<p>12.PRICES:</p> <p>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.</p>	
<p>13.SECURITY DEPOSIT (SD):</p> <p>On acceptance of the tender, the Contractor shall submit security deposit for ten percent (10 percent) value of the Purchase Order (PO) within 15 days from the date of PO towards successful execution of the PO. Security Deposit shall be submitted through Demand Draft/Bankers Cheque/fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on nonjudicial 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.</p> <p>(This will be returned by SCL immediately on execution of the PO</p>	

<p>satisfactorily as per order terms. If not, the amount will be forfeited).</p> <p>Central PSUs/PSEs/PSEs/Autonomous Bodies/MSEs shall be exempted from the payment of Security Deposit, and instead, an Indemnity Bond shall be secured from them in lieu of the Security Deposit.</p>	
<p>14.REJECTION:</p> <p>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 reject the stores. The Contractor, on receipt of such notification shall replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either: a) replace such defective stores and recover the cost so involved from the Contractor, or</p> <p>b) terminate the Contract for default as provided under clause contractors default liability, or</p> <p>c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchasers rights under clause 12.</p>	
<p>15.REPLACEMENT:</p> <p>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</p>	

<p>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>	
<p>16.DELAY IN COMPLETION/LIQUIDATED DAMAGES:</p> <p>If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10percent) 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 missing parts are delivered.</p> <p>Delivery of stores shall be complete on Installation, commissioning, Testing and Acceptance as applicable.</p>	
<p>17.Arbitration:</p> <p>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</p>	

<p>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 in English only.</p> <p>Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	
<p>18.APPLICABLE LAW:</p> <p>The Contract shall be interpreted, construed and governed by the laws of India.</p>	

<p>19. Fall Clause:</p> <p>The prices charged for the stores supplied under the Contract by the vendor should in no event exceed the lowest price at which the vendor sells the stores of identical description to any other person during the period of the Contract. If at any time, the prices are reduced, the same shall be notified to the Purchaser and shall stand correspondingly reduced.</p>	
<p>20. EXTENSION OF TIME :</p> <p>If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.</p>	
<p>21. PACKING:</p> <p>The Contractor wherever applicable shall pack and crate all stores for sea /air/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. The Contractor shall be</p>	

held responsible for all damages due to improper packing	
22.The vendor has to supply the ordered Epoxy Cards over a period of Three (03) Years which is extendable further for appropriate period on mutually agreed terms and conditions, if required.	
23.Any Other Term:	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
Rate Contract for the Assembly of Epoxy Probe Cards Rate Contract (3 years)for the Assembly of	-	1	No.	-	-	-

Epoxy Probe Cards						
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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.