

Tender Details

Tender No: SCL/PS4/2017E0067601

Tender Date: 30/05/2017

Purchase Entity: Pur_Entity4

Tender Notice

E-Procurement Tender No. SCL/PS4/2017E0067601 dated 30.05.2017 SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers through e-tender portal <https://eprocure.isro.gov.in> for Supply of Ceramic Multilayer Flat Package 68 Lead/J/CQFJ Cavity 0.325'x0.325'. Tender documents can be downloaded from 01.06.2017 - 1101 hrs. to 30.06.2017 upto 1030 hrs. The vendors need to get enrolled in the e-tender portal to access tender and submit their offer online. Vendors need to have Digital Signature Certificate as detailed on our e-portal and corporate e-mail ID to register on the above portal. Only online tenders will be accepted. No Manual/Postal/ courier/ e-mail/fax tender will be entertained. 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.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

IDT0012420000000000isro05401.pdf

Attachment - II:

Attachment - III:

Attachment - IV:

Attachment - V:

Instructions to Tenderers (PT)

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1. Interested Tenderers may, login to <http://eprocure.isro.gov.in> and submit offers as per details in the tender notification.
2. Bids will not be entertained after the due date and time.
3. SCL reserves the right to accept or reject any / or all the tenders in part or full without assigning any reasons thereof. The bidder is at liberty to seek information related to bidding conditions, bidding process and/or rejection of its bid.
4. The offer should be valid for a minimum period of 90 days from the due date of opening of the tender or any extension given thereof.
5. In this tender either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorization letter obtained from their Principals/Manufacturers in their bid.

6. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the tender for the same item. If submitted, all offers submitted by the said agent shall be excluded from the procurement process.
7. Bids submitted other than the EGPS mode shall not be considered.
8. SCL reserves the right to verify all claims made by the bidder.
9. SCL reserves the right to change any milestone date of the tendering activity / tender schedule.
10. Tender which is not submitted in terms of instructions mentioned herein is liable to be rejected.
11. If tender opening date happens to be a public holiday, tender will be opened on the next working day and interested bidders may depute their representatives to attend the Tender Opening with proper authorization.
12. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderer shall supply the same at the rates quoted.
13. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
14. It is to be noted that the drawings, specifications, end-use etc. given by the purchaser, are confidential and shall not be disclosed to any third party.
15. Prices are required to be quoted according to the units indicated in the tender. Where 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.
16. The quote should indicate quantity wise unit rate separately which have to be filled online. The Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.
17. 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.
18. 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.
19. Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in their bid. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples wherever necessary along with the quotations. Test certificates wherever necessary should be forwarded along with supplies. Whenever options are 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.

20. The tenderer will be required to furnish a document containing the name of his bankers as well as the latest income-tax clearance certificate duly counter signed by the Income-tax Officer of the Circle concerned under the Seal of his office, if required by the Purchaser during evaluation of tender.

21. Subletting and Assignment: The contractor/supplier cannot sublet, transfer or assign the order/Contract or any part thereof or interests therein or benefit or advantage thereof in any manner whatsoever, to any other party save with the previous written consent of the purchaser. Such consent by the purchaser, however, shall not relieve or discharge the contractor/supplier from any obligation, duty or responsibility under the Purchase Order/Contract.

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

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

24. PROCEDURE FOR EVALUATION OF TENDERS:

Technical Evaluation Criteria :

Vendor meeting the eligibility criteria and basic technical specifications mentioned in SCL Tender shall be considered to be technically qualified.

Evaluation of Price Bids:

The following elements shall be considered for evaluation of Priced Commercial offer:

- a. Price quoted by the bidder in the price bid template for meeting the functionalities given in the Tender and Technical Specifications sheet.
- b. Bid shall be evaluated on overall cost basis.
- c. AMC charges, if sought in this tender shall not be taken into account for evaluation of price bid.
- d. Compliance with the Payment Terms prescribed in this tender document. In the event, the bidder offers Payment Terms stringent than SCL prescribed Payment Terms, the bid of the bidder shall be loaded suitability.
- e. In the event of the bidder requiring SCL to bear bank charges outside India (foreign bank charges), the bidders bid shall be loaded at the rate 0.5 percent of the quoted value towards bank charges outside India.

25. The bid should contain the following information:

- a. Agency Commission: Bidders are required to provide the following information in respect of their authorised Indian Agent, if any, along with bid as the same is mandatory as is required for consideration

of the bid. Name, Address, Telephone no. , fax no., email of the Indian Agent including the contact person. A letter from the Manufacturer/supplier in the current date certifying that the said Indian Agent is their authorised Indian Agent and also indicating the responsibilities/role of the Indian Agent under the proposed purchase. Renumeration/service charges payable to the Indian Agent under the proposed purchase. The amount of agency commission included in the price and payable to Indian Agent of the contractor shall be paid directly to the Indian Agents by the Purchasers in equivalent in Indian rupees on the basis of an invoice from him applying TT 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. The payment will be released to the Indian Agents within 30 days from the date of acceptance of the goods.

b. Details of any technical service, if required for installation and demonstration.

26. Prices should be quoted on FCA International airport basis and should be inclusive of all taxes, levies, duties arising in the tenderer(s) country.

27. The details of Import License will be furnished in the Purchase Order.

28. All documents/correspondence should be in English Language only.

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

30. As far as possible, stores should be dispatched by Indian Flagged Vessels/ Air India or through any Agency nominated by us.

Bid Templates

Vendor Specified Terms

Description	Vendor Terms
<p>1. Definitions:</p> <p>a) The term Purchaser shall mean the Director, Semi-Conductor Laboratory 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.</p> <p>c) The term Purchase Order/Contract 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, Software or equipment or part thereof.</p> <p>d) The term Stores shall mean all that the Contractor agrees to supply under the Contract as specified in the Purchase Order including its installation, testing and commissioning as per the specifications.</p>	
<p>2. For imported stores, prices shall be quoted on FCA nearest International/Gateway airport basis inclusive of all taxes, levies, duties</p>	

<p>arising in the tenderer country.</p> <p>For Indigenous stores, prices shall be quoted on F.O.R. destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of excise duty and taxes as may be applicable.</p> <p>VAT/Sales Tax against Form C & Excise Duty with the rate at which the same are applicable or any other Govt. levy should be clearly indicated separately. However, Octroi & Entry Tax if any shall be paid by SCL on presentation of proof of the same.</p>	
<p>3. INSURANCE OF THE STORES:</p> <p>Insurance wherever necessary, will be arranged by the Purchaser. The necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.</p>	
<p>4. 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>5. Delivery Period:</p>	

<p>The contractor shall specify their best delivery period inclusive of all Govt. formalities of the exporting country.</p>	
<p>6. SECURITY DEPOSIT:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>d) After the Purchase Order/Contract is successfully executed in all respects, the Bank Guarantee towards Security Deposit may be discharged and retained amount and / or EMD refunded to vendors.</p> <p>e) In the event of non-execution of the Purchase order/Contract or</p>	

<p>breach of any terms and conditions of the Purchase Order, the Security Deposit shall be forfeited.</p> <p>f) 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>7. Terms of Payment in case of overseas supplier(s):</p> <p>Being a Department of the Government of India, the normal terms of payment are by Sight Draft after shipment against presentation of shipping documents.</p> <p>All bank charges outside India related to the payment shall be borne by the Contractor and all bank charges in India shall be borne by the purchaser.</p> <p>Indian agent remuneration/service charge shall be payable by the Purchaser directly to the Indian agent in Indian Rupees based on T.T buying rate of exchange prevailing on the date of placement of purchase order within 30 days of acceptance of material at purchaser site.</p> <p>Terms of payment in case of indigenous supplier(S):</p> <p>The payment shall be remitted within 30 days of the receipt and acceptance of stores at purchaser site.</p>	

<p>8. Validity:</p> <p>The offer should be valid for a minimum period of 90 days from the due date of opening of the tender or any extension given thereof whichever is later.</p>	
<p>9. Guaranteed Time Delivery:</p> <p>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.</p>	
<p>10. Mode of Despatch:</p> <p>Stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser whose contact details shall be indicated in the purchase order.</p> <p>11. Port of Entry:</p> <p>IGI Airport, New Delhi</p> <p>12. Consignee:</p> <p>Sr. Purchase & Stores Officer (Stores),</p>	

<p>Semi-Conductor Laboratory, Sector 72, S.A.S. Nagar (Mohali), Punjab, India - 160 071</p> <p>13. 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>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 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</p>	

<p>purchaser.</p>	
<p>15. 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>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 (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. Delivery of stores shall be complete on Installation, commissioning, Testing and Acceptance.</p>	

17. Address if Indian Agent, if any:	
<p>18. 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 or sea. The Contractor shall be held responsible for all damages due to improper packing.</p>	
<p>19. Arbitration:</p> <p>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.</p> <p>In case of dispute arises with domestic/Indian suppliers, the applicable Arbitration procedure shall be as per Indian Arbitration & Conciliation</p>	

Act, 1996.	
<p>20. Applicable Law:</p> <p>The Contract shall be interpreted, construed and governed by the laws of India.</p>	
<p>21. Export Formalities, Taxes & Duties:</p> <p>All Licences/Government clearances other than under Indian law, if any, required for the stores shall be the responsibility of the Vendor. All Licences / Government clearances under Indian law, if any, required shall be arranged by the Purchaser. Taxes and duties payable for supply of the stores other than in India shall be borne by the Vendor. Taxes and duties etc. payable for importation of the tendered stores under Indian law and in India only shall be the responsibility of Purchaser.</p>	
<p>22. Counter Terms and Conditions of suppliers:</p> <p>Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.</p>	

<p>23. Contractors Default Liability:</p> <p>The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:</p> <p>a) If in the 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.</p> <p>b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.</p>	
<p>24. In the event the Purchaser terminates the Contract in whole or in part as provided in Contractors Default Liability 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 Delay in Completion/Liquidated Damages until such reasonable time as may be required for the final supply of stores.</p> <p>A) If this Contract is terminated as provided in Clause Contractors Default Liability 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:</p>	

<p>a) Any completed stores.</p> <p>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.</p> <p>B) In the event the Purchaser does not terminate the Contract as provided in Contractors Default Liability, 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 Delay in Completion/Liquidated Damages until the stores are accepted.</p>	
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Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
Ceramic Multilayer flat package 68 lead/J/CQFJ Cavity 0.325"x0.325"	-	10000	No.	-	-	-

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.