

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
SPACE APPLICATIONS CENTRE (SAC)  
AHMEDABAD**

**Tender for FABRICATION AND SUPPLY OF MULTI LAYER GROUND  
PCBs**

**Bids to be submitted online**

**Tender No.: SAC/APUR/SA202300140201 dated 12-09-2023**

## A. Tender Details

Tender No : **SAC/APUR/SA202300140201**

Tender Date : **12-09-2023**

Tender Classification: **GOODS**

Purchase Entity : **APUR**

Centre : **SPACE APPLICATIONS CENTRE (SAC)**

## FABRICATION AND SUPPLY OF MULTI LAYER GROUND PCBs

1.This is a Public Tender (Two Part).<br><br>

2.In case a bidder is an MSME, registered under NSIC and would like to avail exemptions, offer should be accompanied with necessary registration certificate with declaration to consider their offer. Quotation received without such declaration and valid registration certificate will not be considered for exemptions under the Public Procurement Policy.<br><br>

3.In case the bidder proposes any other payment terms in deviation with the standard terms mentioned above, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison.<br><br>

4.Please mention country of Origin of the offered product/ Service.<br><br>

5.Border Sharing Compliances :<br>Please refer following OMs/orders issued by Govt. of India w.r.t. Border Sharing compliances : <br> (i) F. No. 6/18/2019-PPD (Public Procurement No. 1) dt: 23.07.2020, <br> (ii) F. No. 6/18/2019-PPD (Public Procurement No. 2) dt: 23.07.2020,<br> (iii) F. No. 6/18/2019-PPD (Public Procurement No. 3) dt: 24.07.2020 and all amendments. <br> All the provisions mentioned in the above OMs/orders/amendments shall be complied. Please provide certificate w.r.t. border sharing compliances as per above OMs/orders. Please note that if the declaration is found false, your offer will be rejected. <br><br>

6.Make in India Compliances: <br>Please refer OM No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and all amendments, issued by Govt. of India w.r.t to Make in India policy, and indicate percentage of local content along with detailed break up of local content without mentioning any price details and provide self-certification that the item offered meet the local content requirement for Class-I Local Supplier/Class-II Local Supplier and provide details of the location(s) at which the local value addition is made.<br>Please note that if the declaration is found false, your offer will be rejected without assigning any reason thereof.<br><br>Only Class-I and Class-II local supplier are eligible to participate in this tender.<br><br>

7. In case of any query w.r.t. the tender, please contact at 079-26913055/52 or email on psoa@sac.isro.gov.in. <br><br>

8. As this is a two-part tender, bidders should submit documents containing price details in PRICE BID only. If documents with price details/price details are submitted with techno-commercial part, such tenders will be treated as invalid and rejected.<br><br>

9. Please note that no concessional GST rate is applicable as per Notification No. 11/2022-Central Tax (Rate) issued by Ministry of Finance. Therefore, SAC will not issue concessional GST certificate.<br><br>

10. GeM Availability Report and Past Transaction Summary (GeMARPTS) Report ID: GEM/GARPTS/24082023/5OST2DXCUN28.<br><br>

## A.1 Tender Schedule

Tender Publish Date :	12-09-2023 14:30
Bid Clarification Due Date :	29-09-2023 14:00
Bid Submission Start Date :	12-09-2023 14:30
Bid Submission Due Date :	12-10-2023 14:00
Bid Opening Date :	12-10-2023 14:30
Price Bid Opening Date :	01-11-2023 14:30

## A.2 Pre-bid Meeting Details

Date :	22-09-2023 11:00
Place :	Online- Blue jeans.
Location :	Online- Blue jeans.
Centre :	SPACE APPLICATIONS CENTRE (SAC), AHMEDABAD, GUJARAT
Details :	Pre-Bid meeting date: 22-09-2023. Time: 11 am. Meeting ID: 632 050 847 Participant Passcode: 8926 Contact Person:(1)SRI. ASHISH KUMAR SHARMA Ph.no 07926914647. email ashishsharma@sac.isro.gov.in. (2) SRI. ADITYA KUMAR SHARMA. Ph.no 07926914803. email adityaksharma@sac.isro.gov.in. (3) SRI. AJAY KUMAR. Ph.no 07926914806. email ajay@sac.isro.gov.in. (4) SRI. SANDEEP I PATEL. Ph.no 07926914860. email sandeep@sac.isro.gov.in.

## **B. Tender Attachments**

### **Technical Write-up/Drawings**

**Document : COMPLAINT TABLE**

**Document : RFP**

### **Instructions To Vendors**

## **3. GENERAL TERMS & CONDITIONS FOR TENDER**

### **1. ACCEPTANCE OF STORES**

a)The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under the Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the Purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

b)For tests on the premises of the Contractor or of any of his sub- Contractors, 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 Purchaser's representative to carry out the tests efficiently.

c)When the stores have passed the specified test, the Purchaser's 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.

### **2. APPLICABLE LAW**

The Purchase Order / Contract shall be governed by Indian Law and jurisdiction shall lie in the Courts of Ahmedabad, Gujarat, India.

### **3. ARBITRATION**

If any dispute or difference or claims of any kind arises in connection with Contract, such dispute or difference or claim shall be referred by either party to the Arbitration. The Indian Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof, rules made there under and for the time being in force shall be applicable to the Arbitration. The arbitral tribunal shall consist of

three arbitrators. Each party to the dispute shall appoint one arbitrator and the two arbitrators so appointed by the parties shall appoint the third arbitrator who shall act as the 'Presiding Arbitrator'.

Any party shall, after appointing an arbitrator within thirty days of arising of any dispute, request the other party in writing to appoint the second arbitrator. If such other party fails to appoint an arbitrator within thirty days of receipt of the written request to do so, such arbitrator shall at the request of the first party, be appointed in accordance with Arbitration and Conciliation Act, 1996. If the two arbitrators appointed by or on behalf the parties fail to agree on the appointment of the third arbitrator within thirty days of the appointment of second arbitrator and if the parties do not otherwise agree, at the request of either party, the third arbitrator shall be appointed in accordance with Arbitration and Conciliation Act, 1996. If any of the arbitrators fails or is unable to act, his successor shall be appointed by the party or person who originally appointed such arbitrator in the manner set out in this clause as if he was the first appointment.

The decision of the arbitral tribunal shall be pronounced within four months unless otherwise extended by the parties, and in case of difference among the arbitrators, the decision of the majority shall be final and binding on the parties. The right to arbitrate disputes under this Contract shall also survive even after expiry or the termination of this Contract. The venue of arbitration proceedings pursuant to this clause shall be India at Ahmedabad and shall be conducted in the English language. Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all their obligations under this Contract without prejudice to a final adjustment in accordance with such award. Regarding fee and any other expenses incurred in connection with the arbitral proceedings and the arbitral award, the arbitral Tribunal shall have the discretion to determine (a) whether costs are payable by one party to another; (b) the amount of such costs; and (c) when such costs are to be paid.

#### 4. CONTRACTOR'S DEFAULT LIABILITY

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

1. If in the judgment of the Purchaser the Contractor fails to make delivery of stores within the time specified in the Purchase Order or within the period for which extension has been granted by the Purchaser to the Contractor.
2. If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of the Purchase Order.

b)In the event the Purchaser terminates the Contract in whole or in part as provided in clause 24 (a), the Purchaser reserves the right to purchase upon such terms and in such a manner as Purchaser 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 14 until such reasonable time as may be required for the final supply of stores.

c) If the contract is terminated as provided in clause 24(a), the Purchaser in addition to any other rights provided in the Contract, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner as directed by the Purchaser:

1. Any completed stores

2. Such partially completed stores, drawing, information and contact right (hereinafter called manufacturing materials) 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 and for manufacturing material delivered and accepted by the Purchaser.

d) In the event the Purchaser does not terminate the Contract as provided in clause 24(a), the Contractor shall continue the performance of the Contract in which case the Contractor shall be liable to the Purchaser for liquidated damages for delay as set out in clause 14 until the stores are accepted.

## 5. COUNTER TERMS & CONDITIONS

Counter terms and conditions offered by the bidders shall not be deemed to have been accepted by the Purchaser unless specific written acceptance thereof is obtained from the Purchaser.

## 6. 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 "Purchase Order/Contract" for supply of stores/services is placed and shall be deemed to include the contractor's successors, representatives, heirs, executors and administrators unless excluded by the Purchase Order/Contract.

c) The term 'Purchase Order / Contract' shall mean the communication signed on behalf of the Purchaser by duly authorized Officer 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, plant, machinery, equipment and services.

d) The terms 'Stores' shall mean the goods and/or services as specified in the Purchase Order/Contract.

e) Class-I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%.

f) Class-II Local Supplier means a supplier or service provider whose goods, services or works offered

for procurement has local content more than 20% but less than 50%.

g) Non-Local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than or equal to 20%.

h) Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

i) 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

j) 'Agent' means a person employed to do any act for another or to represent in dealings with third persons.

## 7. DELAY IN COMPLETION / LIQUIDATED DAMAGES

If the Contractor fails to execute the Purchase Order within the time specified in the contract/purchase order or any extension thereof, the Purchaser shall recover from the Contractor as liquidated damages a sum of 0.5% of the PO/Contract value of the undelivered stores for each calendar week of delay or part thereof. The total liquidated damages shall not exceed 10% of the PO/Contract value. Stores will be deemed to have been delivered only when all their components, 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.

## 8. DELIVERY TERMS AND DELIVERY PERIOD

a) The delivery terms are to be quoted in terms of latest INCOTERMS 2020. In case of imported stores the normal delivery terms shall be Ex-Works/FOB/FCA (name of place). Other terms can also be accepted based on need and suitability. In case of indigenous stores, the quotation should be on FOR-Destination / Door delivery basis.

b) Delivery period shall be specified. In case the tender calls for installation then the bidders shall mention the schedule for supply and installation separately.

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

d)Part shipment is not allowed unless specifically agreed by Purchaser.

e)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 the delay in fulfilling this responsibility.

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

g)If the contractor fails to deliver the ordered items and/or services within the specified date / period, the Purchase Order / Contract does not per se hold good after expiry of such specified delivery date/period. The Purchaser may refuse to take delivery of the goods / services after the specified delivery date/period.

## 9. DEMURRAGE

The Contractor shall bear demurrage/penalty charges, if any, incurred by the Purchaser due to delayed presentation of dispatch documents to the Bank / Purchaser or on account of incomplete documents like invoice, packing list, etc.

## 10. DESPATCH

a)The Contractor is responsible for obtaining a clear receipt from the freight forwarder / airlines / transport authorities specifying the despatch of goods. The consignment should be despatched with Airway Bill / Bill of Lading / Railway / Lorry Receipt. Purchaser will take no responsibility for short deliveries or wrong supply of goods. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

b)Wherever required, test certificates, warranty/guarantee certificate should be sent along with the despatch documents.

c)The Invoice shall contain Purchase Order / Contract No., Invoice No., Invoice Date, Country of Origin.

d)The description, part nos., extended warranty charges, discount, optional accessories, as the case may be, should be clearly mentioned in the invoice and packing list and should be in line with the purchase order. In addition to the ordered items, if any item(s) is supplied the same should also be stated in the invoice & packing list with appropriate remarks and its value shall be declared mentioning "for customs purpose only".

e)The Invoice/Packing list should also provide Item wise net weight (in K.G.) as well as gross weight (in K.G.) of each package.



f)A copy of the Invoice/Packing List to be forwarded to the Purchaser, 5 days in advance before shipment, particularly when the shipment is through Supplier's freight forwarder/courier.

g)Any charges/penalty/demurrage due to non-compliance to the above instructions shall be recovered from the payment due to the Supplier.

## 11. ELIGIBILITY CRITERIA

a)Any bidder from a country, which shares a land border with India, will be eligible to bid only if the bidder is registered with the Competent Authority in terms of Order (Public Procurement No.3) dt.23rd July 2020 and any amendments thereto issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India.

b)'Bidder from a country which shares a land border with India' means,

i)An entity incorporated, established or registered in such a country, or

ii)A subsidiary of an entity incorporated, established or registered in such a country, or

iii)An entity substantially controlled through entities incorporated, established or registered in such a country, or

iv)An entity whose beneficial owner is situated in such a country, or

v)An Indian (or other) agent of such an entity, or

vi)A natural person who is a citizen of such a country, or

vii)A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

c)'Beneficial owner' for the purpose of 'b' above will be as under:

i)In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

'Controlling ownership interest' means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company.

'Control' shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

ii)In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or

together or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who hold the position of senior managing official.

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

d) Class-I Local Supplier/Class-II Local Supplier/ Non-Local Supplier are eligible to bid in terms of Public Procurement (Preference to Make in India), Order 2017 - Revision dated 04.06.2020 and revised 'Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.

## 12. EVALUATION CRITERIA

a) Bids received should be evaluated against the specifications, terms and conditions incorporated in the bidding document.

b) During evaluation and comparison of bids, the Purchaser may, at his/her discretion, ask the bidder for clarifications on the bid. Purchaser may request for any clarification and/or additional documents from the bidders. No change in the prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information and/or documents shall be sought, by the Purchaser, only in case of historical documents which pre-existed at the time of tender opening and which have not undergone any change since then.

c) Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

d) All responsive bids shall be evaluated with a view to select the lowest [L1] bidder who meets the qualification criteria, including terms and conditions of the tender. Techno-commercial aspects shall be compared on a common platform on the basis of total evaluated cost of each offer which will be arrived at by adding the basic price as well as other charges, and all statutory levies/taxes/duties. Maintenance charges shall be taken into account if it forms part of the tender for the purpose of cost comparison.

The financial implication shall be considered as the all inclusive cost to the Purchaser. Evaluation of the bids shall be done on the basis of landing cost to the Purchaser.

e) Purchaser discourages advance payment terms. In case of advance payment, for the purpose of evaluation, interest shall be loaded on the amount so paid as advance for the delivery period quoted as per MCLR of State Bank of India prevailing on the date of tender opening. Further, for any delay in executing the contract, Purchaser shall recover interest on the amount paid as advance for the delayed period at the MCLR of State Bank of India prevailing on the date of the payment besides other remedies available for breach of the contract.

f) If the quoted prices are in different currencies, then for comparison purpose the offers in foreign currencies will be converted into Indian Rupees based on the exchange rate prevailing on the date of tender opening.

g) If a bidder quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered.

h) Evaluation of the bids shall not be done on the basis of conditional discounts.

i) Purchaser reserves the right to give preference for procurement of goods in terms of product reservation and preferential / mandatory purchase policy as notified by Government of India from time to time. Bidders claiming any preference shall submit relevant and valid registration certificate along with the tender in terms of the relevant Orders/Notifications issued by appropriate Authority/Government.

j) Purchaser reserves the option to increase / decrease the quantity to the extent of 25% of the tendered quantity.

k) Purchaser reserves the right to accept or reject any quotation in full or part thereof by recording the reasons. The Purchaser shall be under no obligation to accept the lowest or any tender and reserves the right to accept whole or any part of the tender or part of the quantity offered and the bidders shall supply the same at the rates quoted.

l) Purchaser reserves the right to enter into parallel contract unless the instructions are otherwise in the RFP.

m) Purchaser also reserves the right to reject any offer in the event of non-compliance to tender terms and conditions or where the prices are not viable vis-a-vis the scope of the contract.

n) A bidder can question the bidding conditions, bidding process and / or rejection of its bid.

o) Any clarification on the tender shall be sought from the Purchaser well in advance of the tender

closing date but in any case, it should not be within 7 days of bid closing date.

p)Public Tenders shall be opened in the presence of the authorized representative of the bidders. In case the tenders cannot be opened due to holiday or technical reasons the tender will be opened on the next working day.

### 13. FORCE MAJEURE

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

### 14. GUARANTEE / WARRANTY

a)The guarantee / warranty period as mentioned in the tender shall be indicated along with the quote. Guarantee/Warranty shall commence from the date of installation and acceptance of the complete equipment supplied under the contract.

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

c)If any defects are discovered therein or any defects therein are found to have developed under proper use, arising from faulty design, material or workmanship, the Contractor shall remedy such defects at their own cost provided the Contractor is called upon to do so by the Purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

d)If, in the opinion of the Purchaser, it becomes necessary to replace or rectify any defective stores,

such replacement or rectification shall be made by the Contractor free of all costs to the Purchaser.

e)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.

f)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 guarantee / warranty period or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

g)All the replacement stores shall have guarantee / warranty from the date of receipt & acceptance of the stores at Purchaser's site.

## 15. IMPORTANT NOTE

If any of the terms & conditions mentioned in this document is contrary to the RFP / Technical documents, then the terms mentioned in RFP / Technical documents shall prevail.

IT WILL BE DEEMED THAT BIDDERS HAVE NOTED AND ACCEPTED THE TERMS & CONDITIONS OF THE TENDER.

## 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 fulfillment of the contact.

## 17. INDIAN AGENTS

a)Offers made by Indian Agents on behalf of their Principals should be supported by the Proforma Invoice of their Principals indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.

b)Indian Agents while quoting on behalf of their principals shall attach valid authorization certificate from their Principal/OEM along with the bid.

c)If more than one agent/distributors are involved, a copy of certification from OEM mentioning the specific relationship among the vendors involved shall be submitted along with the bid.

d) In a tender either the Indian Agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

e) If an Indian agent submits bid on behalf of the Principal/OEM, the same Indian Agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

f) Agency Commission: The percentage / amount of agency commission included in the quoted price and payable to the Indian Agent of foreign suppliers shall be paid directly to the Indian Agent in equivalent Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of Purchase Order and within 30 days from the date of receipt and acceptance of stores. In no case the agency commission shall be paid in foreign exchange.

## 18. ISSUE OF MATERIALS

If provided for in the PO/Contract, Purchaser may issue raw materials / semi-finished products / equipment / any other product to the contractor for the purpose of fabrication / repairs / calibration / testing against Bank Guarantee equivalent to the value of the item being issued and valid till receipt of the item by Purchaser.

## 19. LANGUAGE AND MEASURES

All documents pertaining to the Purchase Order including specifications, schedule, notice, correspondence, operating and maintenance instructions, drawings or other writings shall be written in English language. The metric system of measurement shall be used in the contract.

## 20. MODE OF DESPATCH:

Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the Purchaser.

## 21. OFFER VALIDITY

a) The offer should be valid for a minimum number of days, as mentioned below, from the date of opening of the bids.

Single Part Tender: 90 days

Two Part Tender: Part-1: 120 days & Part-2: 90 days from price bid opening.

During the validity period the bidder shall not revoke or cancel or vary the bid except and to the extent required by Purchaser. Purchaser will make all efforts to finalize the contract within the original bid

validity. However, in case the contract is not finalized during the original bid validity then the bidder shall be requested to extend the bid validity.

## 22. PACKING, FORWARDING & INSURANCE

a)The Contractor shall pack and crate all stores for road / rail / sea / air shipment suitable for tropical humid climate in accordance with standard practices and in such a manner so as to protect it from damage and deterioration in transit. The contractor shall be held responsible for all damages due to improper packing.

b)The Contractor shall ensure that each box / unit of shipment is legibly and properly marked for correct identification. A copy of the invoice and packing list should invariably be kept inside each of the packages. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

c)The Contractor shall notify the Purchaser the shipment details by fax / email.

d)The Contractor shall give complete shipment information concerning the net & gross weight, size, content of each package, etc. to the Purchaser.

e)Normally the Purchaser does not insure the goods. However, the necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.

f)In tune with the requirement of international plant protection convention of the FAO, UN the following has become mandatory with immediate effect.

1. All packing materials of any kind of plant origin used for packing shall require treatment including heat-kiln treatment at 56 degree centigrade for a minimum of 30 hours of methylbromide fumigation at 48g/cum for 32 hours of chemical impregnation as per international standards.
2. If the consignments are sent without the aforesaid certificate, all demurrages and other charges for treatment etc. will be to the account of the suppliers.
3. This aspect also should be taken care of while submitting the offers.
4. If the packaging material being used for your product does not come under the category "material of plant origin" (i.e. Leaves, grass, wood etc.) Please certify the same in your quote and ignore the above instructions. However, the same should be ascertained at the time of actual shipment if the order is awarded to you.

## 23. PAYMENT TERMS

a)Normally 100% of the Contract/PO value will be made within 30 days of receipt, installation (wherever applicable) & acceptance of the material at Purchaser's site.

b) Other terms of payment like Sight Draft/Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon in case of foreign suppliers.

c) The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents:

1. Original Bill of Lading / Airway Bill
2. Commercially certified invoices in triplicate, describing the stores delivered, quantity, unit rate and their total value. The invoice should indicate discounts, and Agency Commission if any separately.
3. Packing List showing individual dimensions and weight of packages.
4. Country of Origin Certificate in duplicate.
5. Test Certificate.
6. 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.
7. Warrantee and guarantee Certificate/s.

d) For any Services, payment will be made after satisfactory completion of the services and certification to that effect from the Purchaser.

e) Our Bankers are State Bank of India (IFSC: SBIN0003967), Jodhpur Tekra Branch, Ahmedabad, Gujarat -380 015, India.

f) Any other payment terms offered by the bidders may be considered by the Purchaser provided that all such payments shall be against receipt of the items / completion of service / identified verifiable milestones. Advance payment, if any, shall not exceed 30% of the contract value to private firms and 40% of contract value to a State or Central Government agencies or a Public Sector Undertaking. In case of maintenance contracts, the advance payment shall not exceed the amount payable for 6 months under the contract. Advance payments shall be against Bank Guarantee of equivalent value from any Commercial Bank in India / International Bank of repute, valid till 60 days beyond the receipt and acceptance of the product / completion of service.

g) Purchaser shall bear the Bank charges payable to their Bank, the Contractor shall bear the Bank charges payable to their Bank.

h) GSTN/UIN No.: 2417IND00002ON2

i) Import Export Code: 0100000011

## 24. PERFORMANCE SECURITY



a) On award of the Purchase Order/Contract the successful bidder shall submit Performance Security along with the acknowledgement of Purchase Order/Contract, as per the format provided by the Purchaser, for 3% of the Purchase Order/Contract value through Bank Guarantee or Fixed Deposit Receipt for satisfactory execution of the Purchase Order/Contract. The Performance Security shall be valid for 60 days beyond the completion of the contractual obligations. Central PSUs / PSEs / Autonomous Bodies shall be exempted from submitting Performance Security. However, they shall be required to submit an Indemnity Bond in lieu of Performance Security.

b) Non-submission of Performance Security will entail cancellation of Purchase Order/Contract and any other action deemed fit by the Purchaser. The Performance Security will be returned to the Contractor, without any interest, after completion of all Contractual/Purchase Order obligations, including warranty period.

## 25. PORT OF ENTRY:

For Air shipments: AHMEDABAD

For Sea Shipments: NHAVA SHEVA/Mumbai Seaport

## 26. RECOVERY OF SUM DUE

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under the 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.

## 27. REJECTION

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 specified by the Purchaser, the Purchaser or their representative has, at their 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.

## 28. REPLACEMENT

If the stores of 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.

## 29. RISK PURCHASE

Where timely delivery of goods/services is of prime importance and where the vendor fails to fulfil their contractual obligations, the Purchaser shall have an option to complete the contract/procurement at the risk and expense of the contractor. Wherever the risk purchase clause is invoked by the Purchaser, the contractor will be liable to pay the additional amount, if any, incurred by the Purchaser as against the value of the Purchase Order/Contract. Prior to resorting to risk purchase the Purchaser shall consider impact of the default by the contractor, opportunities given to the contractor as available in the PO/Contract, proper notice to the contractor to invoke risk purchase clause and method of recovering the additional amount spent by the Purchaser.

## 30. SECURITY INTEREST

On each item to be delivered under the 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.

## 31. SHIPPING MARKS:

The mark on the shipping documents such as invoice, airway bill / bill of lading and on the packages should be as follow:

PURCHASE ORDER /CONTRACT NO. ....

DATED .....

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE, SPACE APPLICATIONS CENTRE

Destination: .....

Port of Entry: .....

## 32. TAXES AND DUTIES

a) Taxes and Duties shall be distinctly shown in the offer.

b) The Purchaser is eligible for concessional rate of GST as per Notification No. 45/2017-Central Tax (Rate) dt.14.11.2017 and Notification No. 47/2017 dt.14.11.2017-Integrated Tax (Rate) issued by Department of Revenue, Ministry of Finance, Government of India. The Purchaser will issue the necessary certificate for the items covered under the said notification provided the same is requested by the bidder in their quotation.

c) Purchaser is eligible for concessional rate of Customs Duty and IGST on imports as per Notification No. 50/2017-Customs dt.30.06.2017 and Notification No.5/2018-Customs dt.25.01.2018 issued by Department of Revenue, Ministry of Finance, Government of India. For the items covered under the said notification, the Purchaser will issue the necessary certificate for the items covered under the said notification provided the same is requested by the bidder in their quotation. Accordingly, prices shall be quoted exclusive of Customs Duty and IGST component.

### 33. TERMINATION

Under the normal circumstances, Termination/Short Closing of the Contract is not foreseen. However, SAC reserves the right to terminate the Contract in whole or in part by giving 30 days prior notice under the following circumstances:

1. For repeated non-performance in the execution of Contract.
2. If the contractor / Service Provider is found to have made any false or fraudulent declaration of statement to obtain the Contract or found to be indulging in unethical or unfair trade practices.
3. When both the Parties mutually agree for termination.
4. If the Contractor fails to perform any other obligations under the Contract.
5. If the Contractor becomes bankrupt or otherwise insolvent.
6. Owing to deficiency of service, breach of Contract.
7. For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/ integrity, etc., at any point of time during the Contract period.
8. Any special circumstances, which must be recorded to justify the Cancellation of the Contract.

### 34. TERMS FOR TECHNICAL-BID & PRICE-BID

a) The price quoted shall be firm and fixed. At the option of the Purchaser, in case of long term contracts where the input cost and other factors are subject to changes, price variation may be accepted as per price variation formula, if specifically mentioned in the RFP/Tender.

b) In a two part tender [Part-1: Techno-commercial bid and Part-2: Financial bid], initially only the techno-commercial bids would be opened and evaluated. The financial bids will be opened only for the bids which successfully meet the qualification criteria and techno-commercial criteria. The bid will be

rejected if price of any nature is included in Part-1 [Techno-commercial bid].

c) Bidders shall note that the entries for rate, taxes & duties, freight and any other levy shall be entered only in the relevant fields as provided in the price bid form / vendor specified terms.

d) If specifically mentioned in the tender document/RFP, only the authorized dealers/agents/representatives of original manufacturers shall submit the quotation with documentary evidence.

e) All available technical literature, catalogues and other data in support of the specifications and details of the items shall be furnished along with the offer.

f) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available, the same shall also be indicated in the offer.

g) Stores offered shall strictly conform to the tender specifications. Deviations, if any, shall be clearly indicated by the bidder in the quotation. The bidder shall also indicate the Make/Model number of the stores offered. Test Certificates, wherever necessary, shall be forwarded along with supplies. Wherever options have been called for in our specifications, the bidder shall address all such options.

h) Any drawings, specifications, end use, etc., which are part of the tender document shall not be disclosed by the bidder to any third party.

i) Tender number shall be mentioned in all correspondence.

### 35. TRAINING:

The Contractor shall, if required by the Purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel 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.

### 36. ULTIMATE CONSIGNEE:

Head, Purchase & Stores,  
Central Stores,  
Space Applications Centre (SAC),  
Ambawadi Vistar PO  
Ahmedabad

## C. Bid Templates

### C.1 Technical Bid - FABRICATION AND SUPPLY OF MULTI LAYER GROUND PCBs

#### 1. PCB Fabrication category C1

##### Item specifications for PCB Fabrication

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	terms and condition	as per RFP	Yes / No / Explain		

#### 2. PCB Fabrication category C2

##### Item specifications for PCB Fabrication

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	TECHNICAL REQUIREMENT	AS PER RFP	Yes / No / Explain		

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

SI No	Specification	Value	Compliance	Offered Specification	Remark
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1	INTRODUCTI ON	<p>Space Applications Centre (SAC), ISRO is engaged in the development of a number of Communications, Navigation, Remote sensing and Meteorological satellites for various applications. For development of verious payloads and sub-systems of these satellites, SAC proposes to involve vendors for fabrication and supply of multi layer printed circuit boards (PCBs) using glass-epoxy FR4 laminate materials.</p> <p>This Request for Proposal (RFP) document provides the requirements of MLBs to be fabricated, their supply with delivery schedule, tendering procedures and execution of Rate-Contract (RC) etc.</p> <p>It should be clearly understood that the work pertains to electronics hardware, where highest quality and reliability is expected to be built into the system. For this purpose, vendor shall follow all necessary guidelines and ISRO documentation for fabrication of ground PCBs (details provided in this document).</p>	Yes / No / Explain		
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2	SCOPE OF THE CONTRACT	<p>This rate contract is for fabrication and supply of Bare PCBs with following configurations:  Table-1 (as per table)  2.1 PCBs should be fabricated at vendor's premises only.  2.2 Subcontracting is not allowed.  2.3 Based on requisition, vendor shall fabricate and supply PCBs meeting ISRO specifications / guidelines.  2.4 SAC Ahmedabad shall not guarantee minimum work or minimum supply order against this rate contract.  2.5 Individual job requisitions shall be issued to the parties considering their existing orders/workloads and the capability / expertise to execute the particular work.</p>	Yes / No / Explain		
3	VENDOR CATEGORIZATION	<p>Based on Vendor's capability, following categories are defines:  1. Category A:  Vendors who are capable of fabricating regular MLBs (without via filling and capping requirements)  2. Category B:  Vendors who are capable of fabricating MLBs with via epoxy filling and capping, and blind and buried vias.  For categorization, vendor has to fill Annexure II (self-declaration) of this document.</p>	Yes / No / Explain		

4	APPLICABLE DOCUMENTS	<p>The supplied PCB shall meet all requirements of following documents and specific requirements mentioned in this RFP. The ISRO Technical Standard for Manufacture, Procurement and Qualification of Printed Circuit Boards, SAC-PCB-06, Issue – 1 ISRO-PAX-304 (latest)</p>	Yes / No / Explain		
5	PERIOD OF CONTRACT	<p>This Rate contract (RC) shall be valid for a period of 02 years from the date of Issue of PO. The party shall accept and execute the individual requisition released on the last day of the valid RC. However, the Rate contract may be extended on mutual consent for 01 year with same price, terms and conditions. However, SAC reserve the right to terminate the contract at any time by giving one-month advance notice, without assigning any reasons thereof.</p>	Yes / No / Explain		



6	SAC RESPONSIBILITIES	<p>All required fabrication details (Gerber data, stackup, material spec, PCB mechanical drawings etc.) will be submitted to the vendor through electronic media (e-mail) as per the following:</p> <p>a) Job will be loaded against this rate contract through a Requisition. For each job, requisition will be generated by SAC mentioning the PCB details (specifications) to be fabricated along with quantity requirements.</p> <p>b) Along with requisition following fabrication data will be provided:</p> <ul style="list-style-type: none"> <li>i. Extended Gerber format (RS-274X, Gerber X2) for each layer, ODB++, IPC-2581 etc.</li> <li>ii. Excelon-2 format for drilling (PTH, NPTH, and Microvias) and routing (outline and cutouts) with drill tool table.</li> <li>iii. PCB stackup with base material and impedance details.</li> <li>iv. PCB mechanical drawing in PDF or DXF format</li> <li>v. Any other relevant detail required for PCB fabrication</li> </ul> <p>c) There will be single point communication from SAC for job loading and other technical discussions. This will be communicated at the time of PO finalization.</p> <p>d) SAC reserves the exclusive right for job work distribution among different vendors' post PO release.</p> <p>e) Job distribution will depend upon following</p>	Yes / No / Explain		
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		<p>parameters:</p> <ul style="list-style-type: none"> <li>i. Quality of work</li> <li>ii. Delivery performance of vendor</li> <li>iii. Project urgency</li> <li>iv. Current SAC job load at vendor</li> </ul>			
7	VENDOR RESPONSIBILITIES	<p>Following are the vendor's responsibilities:</p> <ul style="list-style-type: none"> <li>1) Vendor should acknowledge receipt of requisition.</li> <li>2) Vendor shall check submitted data, carryout DFM checks, accept data within two days, and provide the feedback to SAC/ISRO for its acceptance. The final acceptance of data shall be mandatorily communicated to SAC.</li> <li>3) In case of any query, proper feedback shall be provided to SAC/ISRO.</li> <li>4) Based on the final acceptance of data, vendor shall ensure the delivery of PCBs as per requisition with BBT and Impedance Control report.</li> <li>5) Procurement and proper storage of laminate(s) and other raw-materials/chemicals needed to fabricate the PCBs.</li> </ul>	Yes / No / Explain		

8	RATE CONTRACT EXECUTION PROCEDURE	<p>a) Job will be loaded through Requisition having details related to title of job, quantity and specification of PCBs. The requisition will be generated by SAC and along with all the details will be loaded through electronics media (e-mail).</p> <p>b) All the deliverables (which includes finished product, inspection reports, invoices etc.) and input material will be delivered to SAC focal person.</p> <p>c) Invoices along with covering letter mentioning the work carried out under those invoices will be certified by focal person and approved by authorized person will be forwarded to SAC Accounts for payment to the Vendor. Copy of above will also be forwarded to SAC Purchase.</p> <p>d) In case of rejection of the PCBs, the information will be forwarded to Vendor through electronic media by the SAC focal person. The rejected material will be handed over to the vendor against replacement at SAC/ISRO, Ahmedabad.</p> <p>e) SAC/ISRO hereby nominates the officials as per following Table-3 to be their channel of communication on technical and commercial matters pertaining to this contract. Table-2(As Per Table 2)</p>	Yes / No / Explain		
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9	DELIVERY SCHEDULE	<p>The Delivery Date commences from the date of receipt of acceptable inputs from SAC. This delivery schedule includes all testing such as BBT, visual inspection, impedance test etc. The finished PCBs shall be delivered at F.O.R. SAC/ISRO, Ahmedabad as per following schedule:</p> <p>No of layers No of days</p> <p>2 to 6 layer boards 7 working days</p> <p>8 to 16 layer boards 14 working days</p> <p>18 to 24 layer boards 21 working days</p> <p>Monday to Friday will be considered for counting of working days. National holidays and state holidays will not be considered in working days. The date on which requisition is sent by the SAC will be excluded from the counting of working days. PCBs and all pertaining test reports and deliverables will be delivered by the vendor at SAC Ahmedabad without any extra cost as per defined delivery schedule. SAC reserves rights to review the delivery performance and, if found persistent delay in meeting delivery schedule; the Rate Contract is likely to be terminated.</p>	Yes / No / Explain		
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10	DELIVERABLES	<p>Based on requisition, vendor shall deliver following items F.O.R. at SAC/ISRO, Ahmedabad:</p> <ol style="list-style-type: none"> <li>1. Finished PCBs</li> <li>2. BBT Test report for each PCB with 100% net coverage</li> <li>3. Visual inspection report for all individual PCBs</li> <li>4. Impedance test report for each PCB/panel along with impedance coupons as applicable.</li> </ol>	Yes / No / Explain		
11	10. HANDLING, PACKAGING, STORAGE & TRANSPORTATION OF FINAL PCB	<ol style="list-style-type: none"> <li>10.1 As per standard guidelines for High-Rel products, refer to ISRO-PAX-304 guidelines.</li> <li>10.2 The PCBs shall be individual vacuum packed with desiccants &amp; Humidity Indicator Card inside. If packed with multiple PCBs in a single cover, the PCBs shall be separated by Sulphur free butter paper.</li> <li>10.3 Customer's name, Requisition Number, Date code, SL No &amp; Quantity shall be shown in the cover.</li> <li>10.4 It is then packed in a box along with the COCs including visual inspection reports, electrical testing reports etc.</li> </ol>	Yes / No / Explain		

12	Acceptance, Rejection & Replacement:	<p>For acceptance of delivered PCBs at SAC, vendors must comply/provide the following:  <b>ACCEPTANCE TESTING FOR PCBs:</b>  For acceptable deliverables against all job requisitions, vendors have to carry out following basic tests at their end and submit the relevant reports along with the fabricated PCBs:  A. BBT Test report for each PCB with 100% net coverage  B. Visual inspection report for all individual PCBs  C. Impedance test report for each PCB/panel along with impedance coupons (if impedance required)  Only visual inspection and the dimensional measurement shall be done as per relevant sections of ISRO-RAX-304 (latest version).  Received PCBs will be inspected as per ISRO PAX 304 and by the specifications given in the Purchase order. If the PCBs are not accepted during inspection &amp; acceptance, same will be intimated to the party &amp; Purchase Department of SAC. Non-conformance of quality with reference to the procurement specifications in Annexure I, if any, will cause the rejection of the PCBs. The cause of rejection shall be analyzed and shall be used as feedback to avoid the same in future. Rejected PCBs shall be re-fabricated by the vendor without any extra cost and to be supplied within 25</p>	Yes / No / Explain		
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		working days after receiving information regarding PCB rejection from SAC			
13	VENDOR SELECTION CRITERIA	<p>1. Vendor must be based in India. Representatives, agents of foreign-based fabricators are not allowed to bid.</p> <p>2. Only those Vendors who have completed MLB PCB fabrication contract from any government organizations like ISRO, DRDO etc.</p> <p>3. Vendors have to submit the PO details of MLB fabrication at the time of bidding itself.</p> <p>4. Those vendors who will not submit the PO details/successful PO execution certificate for MLB PCB fabrication at the time of bidding, their offer will be rejected.</p>	Yes / No / Explain		

14	COMMERCIAL BID	<p>Following is applicable for all type of vendors:  The applicable taxes shall be indicated separately  In Techno-commercial bid if any price is indicated, the offer is liable for rejection, so any kind of prices should not be revealed in technical bid.  It is mandatory for vendors to quote in all rows and columns of TABLE: A &amp; B. If any row is left unquoted, then that vendor's offer will be rejected. Note:  1. Finish HASL/ENIG in all configuration.  2. Above charges are inclusive of setup charges (NRE). For repeat jobs, vendor has to offer a flat discount to compensate NRE charges.  3. Separate category of vendors (refer table C) is defined for via filling with epoxy, via capping and blind/buried via fabrication. The order will be split in following categories:  a. PO covering Fabrication requirements mentioned in Table A and Table B only.  b. PO covering Fabrication requirements mentioned in Table A, Table B and Table C.  Table A (PCB fabrication charges for Category A Vendors)  Table B (PCB Fabrication charges with via filling, capping, and blind/buried vias, applicable for Category B Vendors only)  3. Separate category of</p>	Yes / No / Explain		
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		vendors (refer table B) is defined for via filling with epoxy, via capping and blind/buried via fabrication. The order will be split in following categories: a. PO covering fabrication requirements mentioned in Table A alone. b. PO covering fabrication requirements mentioned in Table A and B			
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15	SAC RATE SELECTION METHODOLOGY AND COUNTER OFFER ACCEPTANCE	<p>A. It is mandatory for vendors to quote in all rows of Table A. If any row is left unquoted, then that vendor's offer will be rejected.</p> <p>B. Based on vendor's self-declaration in Annexure II, only eligible vendors have to quote in Table B. All rows to be mandatorily quoted. If any row is left unquoted, then that vendor's offer will be rejected.</p> <p>C. A vendor, who is quoting for Table B, has to necessarily quote for Table A.</p> <p>D. For each column, row wise L1 will be taken from Table-A and B separately (except A3 of Table A) and this will be called as SAC rate for the activities mentioned in these tables. For A3 of Table A, H1 (highest bid) will be considered as SAC rate.</p> <p>E. SAC rate will be counter offered to all technically complied Vendors.</p> <p>F. Vendors will be given "1" weightage point for being L1 in each particular row/activity of table A and Table B, except for A3 of Table A, where H1 will be given 1 weightage point.</p> <p>G. L1, L2, L3.....</p> <p>SELECTION FORMULA:</p> <p>a) Based on aggregate sum of all the points acquired by vendors from Table-A and Table B.</p> <p>b) Vendor, who gets more points will be L1 for particular category.</p> <p>c) L1, L2, L3..., etc will be decided separately for Table A and Table B.</p> <p>d) In case, vendors acquire the equal</p>	Yes / No / Explain		
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		weightage point, PCB fabrication charges will be given importance.			
16	ORDER ENVELOP SPLITTING	<p>For order splitting following method will be followed:</p> <ol style="list-style-type: none"> <li>1. SAC rate determined as explained in Section 15 will be counter offered to all technically complied Vendors in each respective category (Table A and Table B).</li> <li>2. It is mandatory for vendors to accept the SAC rate in each respective category, partial acceptance of SAC rates will not be considered as valid acceptance.</li> <li>3. Among the qualified bidders who accept SAC Rates, orders will be equally split among qualified bidders, as per following on the basis of their commercial ranking determined by using the method as per Para 15 above, for each category for which they are eligible (i.e. L1, L2, L3.... etc.): <ol style="list-style-type: none"> <li>a. For PO covering Fabrication requirements mentioned in Table A alone: Maximum 5 bidders</li> <li>b. PO covering Fabrication requirements mentioned in Table A and B: Maximum 2 bidders</li> </ol> </li> </ol>	Yes / No / Explain		

17	PARALLEL CONTRACT	SAC/ISRO reserves the right to enter into parallel contract with one or more vendors, simultaneously or at any time during this contract period based on their capabilities. SAC reserves right to decide upon distribution of PCB job work as per para 5.	Yes / No / Explain		
18	Terms of Payment	The payment of PCBs shall be made within 30 days from the date of arrival and acceptance of PCBs at SAC.	Yes / No / Explain		
19	Delivery of PCBs	Delivery will be free of charge at SAC Ahmedabad. No additional charges will be paid for delivery. If a vendor mentions delivery charges separately in bid, their bid is likely to be cancelled.	Yes / No / Explain		
20	Warranty, Performance Security Bank Guarantee	The supplied PCBs shall be covered by warranty for a period of one year. Warranty certificate should be provided along with the item. Separate warranty certificate shall be provided for the individual work order. Security Deposit cum PBG shall be obtained of 05 LAKHS, to be submitted through Bank Guarantee or fixed deposit receipt from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, and shall be valid for a period of sixty days beyond the date of completion warranty of the last of the Purchase Order/Contract	Yes / No / Explain		

21	FALL Clause	<ul style="list-style-type: none"> <li>• The price/charges for the items supplied by the contractor under this agreement shall in no event exceed the lowest price at which the contractor sells items of identical description to any party during the period of contract.</li> <li>• If at any time during the said period, the contractor reduces the prices of such products to any other party, he shall forthwith notify such reduction of prices applicable to SAC.</li> <li>• The prices payable under this agreement for the purchase done after the date of coming into force of such reduction of price shall stand correspondingly reduced.</li> </ul>	Yes / No / Explain		
22	L.D.CLAUSE	<p>The delivery date stipulated in the order is the essence of the Contract. If the Contractor fails to deliver PCBs within the time specified in the Requisition or any extension thereof, the purchaser shall recover from the Contractor as Liquidated Damages a sum of one half of one percent (0.5%) of the requisition value or part thereof the undelivered items for each calendar week of delay. The total Liquidated damages shall not exceed Ten percent (10%) of the price of requisition value.</p>	Yes / No / Explain		

23	Indemnity	<p>The Contractor hereby warrants and deemed to have warranted that all materials supplied against this Contract free and clean infringement of any patent, copyright or Trade mark and shall at all-time indemnify the purchaser against all claims which may be made in respect of the goods for infringement of any right protected by patent Registration of design or Trade mark. Further the Contractor shall take all risk of accidents or damages 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.</p> <p>The Contractor shall indemnify SAC from infringement of patents and other copyrights to this effect. This is required in order to protect the interest of SAC as far as the services are concerned. No Hand/Photostat copies will be retained by the contractor.</p>	Yes / No / Explain		
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24	Secrecy and Non-Disclosure Agreement	All the documents, drawings, Specifications, formats , data issued by SAC and finished goods supplied in connection with the execution of the Contract shall be handled with utmost care and caution by the Contractor and shall remain the property of SAC and shall not be passed on or sold or disclosed to third parties for any exploitation, commercial or otherwise without the express written permission of SAC.	Yes / No / Explain		
25	Publicity	No publicity of any kind whatsoever regarding this contract shall be given by Contractor without prior permission of the Purchaser.	Yes / No / Explain		
26	Termination and Short closing of Contract	Under the normal circumstances, Termination/Short Closing of the Contract is not foreseen. However, in case of continued non-performance of the Rate Contract resulting inordinate delays and undue rejections, SAC Ahmedabad reserves the right to terminate the Rate Contract/Purchase Order wholly or partly by giving written notice of not less than 30 days.	Yes / No / Explain		

27	Arbitration	<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 consultations of the good Officers 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 Bengaluru in the Arbitration and Conciliation Centre – Bengaluru (Domestic and International) as per its rules and regulations . The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be “English” only.</p> <p>Work under the</p>	Yes / No / Explain		
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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.

Annexure I  
Specifications for PCB  
Fabrication

1. The laminates & prepregs shall be of ISOLA HR370 or equivalent material, having similar properties and price. However, the vendor must get approval of SAC if he uses material other than ISOLA-370HR.
2. 100% visual inspection of PCBs & acceptance shall be carried out by the supplier.
3. Bare Board Testing based on the program developed by the fabricator (100%) shall be carried out. Bare Board test result of each PCB shall be supplied along with the PCBs
4. Solder Mask residue not allowed on Pads & Vias.
5. There should not be any dirt / foreign material inside the hole.
6. Minimum Annular Ring=0.15mm
7. Minimum Dielectric separation, up to 10 layers with 35u inner

copper is 150u  
8. Non-plated through hole tolerances  $\pm 0.1\text{mm}$   
9. Wherever VIA filling is mentioned, All VIAS shall be capped with nonconductive epoxy. The capped VIAS shall confirm to the specification MIL-PRF-31031/5 clause 3.5.5.1. The CTE of the filling material shall match with that of PCB laminates.  
10. Copper plating thickness on PTH & VIA holes -  $35\text{u} \pm 10\text{u}$   
11. HASL Finish  
Specification: Sn 63%, Pb 37%. Solder thickness on surface & PTH shall be 4 to 30  $\mu\text{m}$ . Thickness at PTH Knee & track edges shall be  $\geq 1 \mu\text{m}$ . Shall comply J-STD-003B, Class 3 requirements.  
12. ENIG  
Specification: As per IPC4552. Electroless Nickel: 3 to 6 microns, Immersion Gold: 0.05 microns.  
13. External dimension tolerance -  $\pm 0.2\text{mm}$   
14. Warp  $\leq 1\%$  when measured along the side  
15. Twist  $\leq 1\%$  when measured along the diagonal  
16. Solder Mask shall confirm to IPC-SM-840D-H or latest.  
17. Minimum Solder Mask Thickness shall be 10 microns at the knee of the PCB tracks. Solder mask type - Dark green, matt finish preferred.  
18. Electrolytic copper purity - 99.5% or better  
19. Clearance between Pad and resist shall be 50 microns.  
20. PCB shall be marked by silkscreen if mentioned.

		<p>21. PCB shall be marked with the party's logo, Date code &amp; SI No.</p> <p>22. PCB Shall be packed in Moisture barrier bags with Humidity indicator cards inside</p> <p>23. PCB shall be supplied with COCs.</p> <p>24. The production data and finished product is the property of SAC and shall not be shared with/supplied to third party</p> <p>25. Impedance report if required.</p>			
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28	Specifications for PCB Fabrication	<p>1. The laminates &amp; prepregs shall be of ISOLA HR370 or equivalent material, having similar properties.</p> <p>2. 100% visual Inspection of PCBs &amp; acceptance shall be carried out by the supplier.</p> <p>3. Bare Board Testing based on the program developed by the fabricator (100%) shall be carried out. Bare Board test result of each PCB shall be supplied along with the PCBs</p> <p>4. Solder Mask residue not allowed on Pads &amp; Vias.</p> <p>5. There should not be any dirt / foreign material inside the hole.</p> <p>6. Minimum Annular Ring=0.15mm</p> <p>7. Minimum Dielectric separation, up to 10 layers with 35u inner copper is 150u</p> <p>8. Non-plated through hole tolerances <math>\pm 0.1</math>mm</p> <p>9. Wherever VIA filling is mentioned, All VIAS shall be capped with nonconductive epoxy. The capped VIAS shall confirm to the specification MIL-PRF-31031/5 clause 3.5.5.1. The CTE of the filling material shall match with that of PCB laminates.</p> <p>10. Copper plating thickness on PTH &amp; VIA holes - <math>35\mu \pm 10\mu</math></p> <p>11. HASL Finish Specification: Sn 63%, Pb 37%. Solder thickness on surface &amp; PTH shall be 4 to 30 <math>\mu</math>m. Thickness at PTH Knee &amp; track edges shall be <math>\geq 1 \mu</math>m. Shall comply J-STD-003B, Class 3 requirements.</p> <p>12. ENIG</p>	Yes / No / Explain		
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Specification: As per IPC4552. Electroless Nickel: 3 to 6 microns, Immersion Gold: 0.05 microns.

13. External dimension tolerance -  $\pm 0.2\text{mm}$
14. Warp  $\leq 1\%$  when measured along the side
15. Twist  $\leq 1\%$  when measured along the diagonal
16. Solder Mask shall confirm to IPC-SM-840D-H or latest.
17. Minimum Solder Mask Thickness shall be 10 microns at the knee of the PCB tracks. Solder mask type - Dark green, matt finish preferred.
18. Electrolytic copper purity - 99.5% or better
19. Clearance between Pad and resist shall be 50 microns.
20. PCB shall be marked by silkscreen if mentioned.
21. PCB shall be marked with the party's logo, Date code & SI No.
22. PCB Shall be packed in Moisture barrier bags with Humidity indicator cards inside
23. PCB shall be supplied with COCs.
24. The production data and finished product is the property of SAC and shall not be shared with/supplied to third party
25. Impedance report if required.

29	Vendor self-declaration	<p>Based on the technology involved, the vendor must fill-in following table for compliance:</p> <p>S. No. Capability Category Compliance from Vendor Relevant Price Bid tables to be filled by the Vendor</p> <p>1 MLB fabrication A Yes/No Table A</p> <p>2 MLB fabrication with via filling, capping and blind/buried vias B Yes/No Table A and B</p>	Yes / No / Explain		
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**Supporting Documents required from Vendor**

**1. price quote (Price Bid Related)**

**2. COMPLAINCE TABLE FILLED BY VENDOR**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	VENDOR HAS TO UPLOAD PRICE BID RELATED DOCUMENTS IN PRICE BID SECTION(COMMERCIAL ) IF ANY PRICE RELATED DOCUMENT HAS BEEN UPLOAD IN TECHNICAL BID, THAT PARTICULAR OFFER WILL BE REJECTED	Yes / No / Explain	
2	AS PER INDENT TERMS AND CONDITIONS	Yes / No / Explain	
3	Taxes and duties	Yes / No / Explain	
4	Delivery Terms	Yes / No / Explain	
5	Delivery Period	Yes / No / Explain	
6	Payment Terms with Bank Charges	Yes / No / Explain	
7	Validity of the offer	Yes / No / Explain	
8	Liquidated Damages	Yes / No / Explain	
9	Warranty Period (To and fro charges in case of warranty replacement/repair will be to Suppliers Account)	Yes / No / Explain	
10	Security Deposit cum PBG @ Rs. 5 Lakhs	Yes / No / Explain	
11	Local content as per Make In India Policy	Yes / No / Explain	
12	Country of Origin (Submit Land Border Sharing Declaration)	Yes / No / Explain	
13	Self Certificate w.r.t. Land Boarder Sharing	Yes / No / Explain	

## C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	PCB Fabrication category C1	5.00 Lot		-		

2	PCB Fabrication category C2	2.00 Lot		-		
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