

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
SEMI-CONDUCTOR LABORATORY (SCL)
CHANDIGARH**

**Tender for Up-gradation of Performance Network Analyzer PNA-X.
Model : N5241B, Sr.No: MY57181514, Make: Keysight/Agilent.**

Bids to be submitted online

Tender No.: SCL/PurUnit-3/SC202100009001 dated 13-09-2021

A. Tender Details

Tender No : **SCL/PurUnit-3/SC202100009001**

Tender Date : **13-09-2021**

Tender Classification: **GOODS**

Purchase Entity : **PurUnit-3**

Centre : **SEMI-CONDUCTOR LABORATORY (SCL)**

Procurement of Up-gradation of Performance Network Analyzer PNA-X. Model : N5241B, Sr.No: MY57181514, Make: Keysight/Agilent.

Procurement of Up-gradation of Performance Network Analyzer PNA-X. Model : N5241B, Sr.No: MY57181514, Make: Keysight/Agilent.

A.1 Tender Schedule

Bid Submission Start Date : **13-09-2021 18:00**

Bid Clarification Due Date : **27-09-2021 11:00**

Bid Submission Due Date : **29-09-2021 11:00**

Bid Opening Date : **29-09-2021 11:01**

B. Tender Attachments

NA

Instructions To Vendors

1. INSTRUCTIONS TO TENDERERS AND TERMS CONDITIONS OF TENDER

1. TEST CERTIFICATE: Wherever required, test certificates shall be uploaded in EGPS.
2. Bid shall be submitted on-line only complying specified schedule.
3. Late tenders and delayed tenders will not be considered.
4. GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
5. (a) Your quotation should be valid for 90 days (single part tender) and 120 days (two part tender) from the date of opening of the tender.
(b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
6. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
(b) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
(c) Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.
7. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
8. The tenderer should supply along with his tender, the name of his bankers as well as the latest

Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.

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

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

11. TERMS CONDITIONS OF TENDER

12. DEFINITIONS:

(a) The term PURCHASER shall mean Semi-Conductor Laboratory, Sector-72, Mohali, Punjab-160071, under the administrative control of DOS, Government of India.

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

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

13. PRICES: Tenderer 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.

14. PACKING FORWARDING INSURANCE: The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract

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

signed by competent authority and as per terms and conditions.

16. ACCEPTANCE OF STORES:

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

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

(c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they shall be rejected.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 6 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

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

18. DELIVERY:

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

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

(i) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
(ii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor. In the event of action being taken under sub-clause (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re purchase on the defaulting Contractor. This right shall be without prejudice to

the right of the purchaser to recover damages for breach of Contract by the Contractor.

19. **EXTENSION OF TIME:** As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 09 thereof.

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

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

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

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

24. **COUNTER TERMS AND CONDITION OF SUPPLIERS:** Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

25. **SECURITY FOR PURCHASE OF MATERIALS:** Successful tenderer will have to furnish in the form

of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

C. Bid Templates

C.1 Technical Bid - Up-gradation of Performance Network Analyzer PNA-X. Model : N5241B, Sr.No: MY57181514, Make: Keysight/Agilent.

1. Up-gradation of Performance Network Analyzer PNA-X Model: N5241B Sr. No. MY57181514, Make- Keysight/Agilent(220511119)

Document : Indent Scan Copy

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	N5241B Upgrades	N5241BU, Qty-1	Yes / No / Explain		
2	Add Low Frequency extension with bias tees to option 422 or 423 4-port analyzer.	N5241BU-425, Qty-1	Yes / No / Explain		
3	Keysight Hardware upgrade installation Services. Keysight Installation for upgrade. Keysight Pickup service from customer. Keysight Service center delivery to customer.	R1286A-HU,Qty-1	Yes / No / Explain		
4	Keysight Calibration for Hardware Upgrade	R-50G-711 ,Qty-1	Yes / No / Explain		
5	Vector and scalar mixer/convertor measurements	S93083B,Qty-1	Yes / No / Explain		
6	S93083B,Node-locked perpetual license	S93083B, R-A5A-001-A,Qty-1	Yes / No / Explain		

7	S93083B,Keysight Care software support subscription, node-locked - 12 months	S93083B,R-A6A-001-L,Qty-1	Yes / No / Explain		
8	Embedded-LO capability	S93084B,Qty-1	Yes / No / Explain		
9	S93084B,Node-locked perpetual license	S93084B,R-A5A-001-A,Qty-1	Yes / No / Explain		
10	S93084B,Keysight Care software support subscription, node-locked - 12 months	S93084B,R-A6A-001-L,Qty-1	Yes / No / Explain		
11	Source phase control	S93088B,Qty-1	Yes / No / Explain		
12	S93088B,Node-locked perpetual license	S93088B, R-A5A-001-A,Qty-1	Yes / No / Explain		
13	S93088B,Keysight Care software support subscription, node-locked - 12 months	S93088B, R-A6A-001-L,Qty-1	Yes / No / Explain		
14	Differential and I/Q device measurements	S93089B,Qty-1	Yes / No / Explain		
15	S93089B,Node-locked perpetual license	S93089B, R-A5A-001-A ,Qty-1	Yes / No / Explain		
16	S93089B,Keysight Care software support	S93089B, R-A6A-001-L ,Qty-1	Yes / No / Explain		
17	26.5 GHz Comb Generator	U9391C,Qty-1	Yes / No / Explain		
18	All 3.5 mm Connectors are Female On Module	U9391C-FFF,Qty-1	Yes / No / Explain		
19	Power supply, +/-12V DC, 25 W max, 2 m cable included	87421A,Qty-1	Yes / No / Explain		

20	Cables accessories for U2700 series modular instruments	U2921A,Qty-1	Yes / No / Explain		
21	BNC cable	U2921A-100,Qty-1	Yes / No / Explain		
22	Vendor shall be responsible for up gradation, integration of supplied hardware items, calibration with existing Performance Network Analyzer (PNA-X N5241B) and successful installation at SCL	Up-gradation, Installation and Commissioning	Yes / No / Explain		
23	a.Vendor to specify the duration of calibration and availability of nearest calibration centre in India.	Calibration	Yes / No / Explain		
24	b.Vendor to provide certificate of calibration.	Calibration	Yes / No / Explain		
25	1 year minimum for the Hardware and 6 months minimum for System Up-gradation option N5241BU-425.	Warranty	Yes / No / Explain		
26	Acceptance after successful installation and Demonstration with standard Converter/Mixer.	Acceptance Criteria	Yes / No / Explain		

27	Minimum 5 year post warranty service support in India.	Post Warranty Support	Yes / No / Explain		
28	One set of user's Manual and Programming Manual along with shipment.	Technical Documentation	Yes / No / Explain		
29	Training to be provided for calibrations and measurements of upgraded options and hardware.	Training	Yes / No / Explain		
30	Vendor to quote for comprehensive AMC (after expiry of warranty) covering repair and calibration for reference only.	3 Years	Yes / No / Explain		

Supporting Documents required from Vendor

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Vendor shall be responsible for up gradation, integration of supplied hardware items, calibration with existing Performance Network Analyzer (PNA-X N5241B) and successful installation at SCL	Yes / No / Explain	
2	Vendor to quote for comprehensive AMC for 3 years (after expiry of warranty) covering repair and calibration for reference only.	Yes / No / Explain	
3	Delivery Term: Prices shall be quoted on F.O.R. destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab	Yes / No / Explain	
4	Delivery Period: Vendor to specify their best delivery period and also provide the break up for supply & Installation.	Yes / No / Explain	
5	GST: Purchaser is entitled to concessional CGST of 2.5% and IGST of 5% as per Ministry of Finance, Department of Revenue, Notification Nos. 45/2017 Central Tax (Rate) and 47/2017 Integrated Tax (Rate) both dated 14th November, 2017 respectively and would accordingly issue Exemption Certificate in favour of the vendor. The bidder should take note of the same while quoting the prices.	Yes / No / Explain	
6	For imported materials, Purchaser is entitled to issue Customs duty exemption certificate (CDEC) to the contractor under customs notification no.51/96 dated 23.07.1996 and subsequent amendments to enable the contractor to avail off the benefit of concessional rate of customs duty under this notification. CVD under this notification is nil. In addition to the above CDEC, any documentary support requested by the contractor from the purchaser for customs clearance of goods against the above CDEC shall be provided by the purchaser. (Purchaser will provide Customs Duty Exemption Certificate in case of Import Orders/ imported supplies/ High Sea Sales).	Yes / No / Explain	

7	<p>Security Deposit (SD): On acceptance of the tender, the Contractor shall submit security deposit for three percent (03 percent) value of the Purchase Order (PO) within 15 days from the date of PO towards successful execution of the PO. Security Deposit shall be submitted through Demand Draft/Bankers Cheque/fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on 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. (This will be returned by SCL immediately on execution of the PO satisfactorily as per order terms. If not, the amount will be forfeited).</p> <p>In case Security Deposit is submitted in the form of Bank Guarantee (BG), after the issue of BG, the issuing bank shall communicate the genuineness of BG through e-mail from banks domain to njain@scl.gov.in followed by a hard copy to Shri Naveen Jain, Sr. Accounts officer, Semi-Conductor Laboratory, Sector-72, Mohali-160071 and copy to Shri Sanjay Kumar, Sr. Purchase and Stores Officer, Semi-Conductor Laboratory, Sector-72, Mohali-160071.</p>	Yes / No / Explain	
---	---	--------------------	--

8	<p>DELAY IN COMPLETION/LIQUIDATED DAMAGES (LD):</p> <p>If the Contractor/Vendor 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 half percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered. Delivery of stores shall be complete on Installation, commissioning, Testing and Acceptance.</p>	Yes / No / Explain	
9	<p>PAYMENT TERMS:</p> <p>100% within 30 days after receipt , installation, and up-gradation of the system at SCL.</p>	Yes / No / Explain	
10	<p>Warranty: The vendor shall provide warranty minimum one year for hardware and six months for system up-gradation N524IBU-425.</p>	Yes / No / Explain	
11	<p>Performance Bank Guarantee (PBG): The Contractor shall furnish a Bank Guarantee (as per format given by purchaser) from any nationalized/scheduled bank for an amount equivalent to 03% of the value of the Contract and shall be valid for a period of 60 days beyond the expiry date of warranty period. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.</p>	Yes / No / Explain	

12	<p>Warranty Replacements: If in the opinion of the purchaser it becomes necessary to replace or repair defective equipment during the warranty period, such replacement or repair shall be made by the Contractor free of all costs to the Purchaser provided the notice informing the Contractor of the defect is given by the Purchaser in this regard, within period of 26 months from the date of acceptance thereof.</p> <p>All replacement parts during the warranty period shall be supplied by the Contractor, free of cost on DDP (Delivery Duty Paid) basis with freight and insurance upto Purchaser site at S.A.S. Nagar, Punjab and customs duty applicable in India to the Contractor account including compliance with the customs procedure in India. The indigenous replacement parts, if any, shall be supplied by the Contractor free of cost on F.O.R. Purchaser site at SAS Nagar, Punjab basis.</p> <p>All defective parts including the imported parts shall be returned by Purchaser to the Contractor, if requested, on Freight to pay basis.</p>	Yes / No / Explain	
13	<p>POST WARRANTY SYSTEM SUPPORT: Contractor will ensure to provide required support for repair/replacement of hardware assemblies of the equipment at least for 05 years after the expiry of warranty period in India.</p>	-	
14	<p>The vendor shall abide by all labour laws, rules and regulations, which are prevailing and as enforced from time to time and purchaser shall not be responsible for any accident or mishap during the course of the contract to any of engineer/ labour employed by the vendor. Vendor shall also ensure that the statutory obligations with regards to the employment of labour under law are complied properly and timely.</p>	Yes / No / Explain	
15	<p>VALIDITY: The tender must be valid for a minimum period of 90 days from the date of opening of tender.</p>	-	
16	<p>Acceptance Criteria: Acceptance after successful installation and Demonstration with standard Converter/Mixer.</p>	-	

17	Technical Documentation: One set of users Manual and Programming Manual along with shipment.	-	
18	Training: Training to be provided for calibrations and measurements of upgraded options and hardware.	-	
19	The participating Service provider in this tender shall specifically indicate whether they fall in the category of Class-I local supplier or Class-II local supplier or Non-local supplier for evaluation as per Ministry of Commerce and Industry Office Order No. P-45021/2/2017-PP(B-II) dated 16th September 2020. The provision of this office order shall apply for this tender. The Vendor / Suppliers/ Service Providers shall provide documentary evidence in this regard along with the tender.	-	

20	<p>ARBITRATION: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained</p>	Yes / No / Explain	
21	<p>Applicable Law: The Contract shall be interpreted, construed and governed by the laws of India.</p>	Yes / No / Explain	
22	<p>Any Other Term: You are requested to mention the Name & Address of the vendor for placement of PO as well as mention the name, Telephone No. and e-mail id for seeking any clarification while evaluating the tender.</p>	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Up-gradation of Performance Network Analyzer PNA-X Model: N5241B Sr. No. MY57181514 , Make-Keysight/Agilent(220511119)	1.00 Nos.		-		