

TENDER DOCUMENT

COMPRISING OF REQUEST FOR PROPOSAL,
INSTRUCTIONS TO BIDDERS, TECHNICAL
SPECIFICATIONS AND COMMERCIAL TERMS
FOR PROCUREMENT OF
REPAIR/SERVICES OF TURBO MOLECULAR PUMPS.

PUBLIC TENDER REF. NO: P&S/45037/VFD/2026



SEMI-CONDUCTOR LABORATORY (SCL)
MINISTRY OF ELECTRONICS & INFORMATION
TECHNOLOGY, GOVT. OF INDIA
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SEMI-CONDUCTOR LABORATORY (SCL)

REQUEST FOR PROPOSAL (RFP)

The prospective bidders are requested to go through all the Parts (A–E) of this document carefully and submit their bids in accordance with the 'General Instructions to Bidders, 'Procedure for Submission of Bids' and 'Commercial & other Terms and Conditions' given herein.

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PART -A

INSTRUCTIONS TO BIDDERS

1.	<u>General Conditions:</u>
a)	This document should be read in conjunction with the Tender Notice, Instructions to Bidders”, - “Technical Specifications” and “Commercial Terms”.
b)	This is a two-part Tender-Technical and Commercial parts needs to be submitted in two separate sealed covers. The bidder should not keep any document(s) containing pricing information along with Technical bid. The tenders containing price information in Technical bid will be treated as unsolicited offers and rejected. Prices should be indicated in the PART-2 (Commercial / Price Bid format) duly sealed.
c)	Earnest Money Deposit (EMD): A. Bidders are required to submit offers along with prescribed Earnest Money Deposit (EMD) amount of <u>Rs. 60,000.00 (Rupees Sixty Thousand Only)</u> as per details in the tender. EMD instrument in original should be sent in a sealed cover with a covering letter quoting tender number and same must reach us prior to due date of tender. B. Central PSUs/PSEs/Autonomous Bodies, Micro and Small Enterprises (MSEs) <u>only manufacturers</u> having valid registration with MSME or NSIC or Udyog Aadhaar, Khadi and Village Industries Commission (KVIC), National Small Industries Corporation, produced and provided by MSE and startups recognized by Department of Industrial Policy & Promotion (DIPP) etc., shall be exempted from the payment of EMD. Bidders seeking exemption from payment of EMD shall submit necessary proof of relevant documents etc. C. MSME submitting bid on behalf of foreign vendor shall not be exempted for submitting of EMD. D. The bid submitted by vendor without EMD will not be considered. E. EMD shall be submitted in a single installment in the form of insurance surety bonds, account payee demand draft, banker's cheque, or bank guarantee from any of the Scheduled Banks (including e-bank guarantee) from any of the commercial banks or payment online in an acceptable form in favour of Semi-Conductor Laboratory. The EMD shall be valid for a period of 45 days beyond the final tender validity date. EMD shall be interest free. F. Vendors/firms name and tender no. shall be indicated on the reverse side of the EMD instrument. G. EMD instrument should not be dated prior to the date of tender. H. SCL will not be responsible for non-receipt of EMD instrument due to postal delay / loss in transit. I. Any tender not accompanied with EMD shall be treated as invalid tender and rejected. J. EMD of a bidder shall be forfeited if the tenderer/Contractor withdraws or amends his tender or deviates from the tender in any respect within the period of validity of the tender. Failure to furnish security deposit/performance bond by a successful vendor within the specified period shall also result in forfeiture of EMD. K. EMD of all the unsuccessful bidders shall be returned after the expiry of the final bid validity period and, at the latest, by the 30th day after the award of the contract. EMD should be refunded to the successful bidder upon receipt of performance security. However, in the case of two-packet or two-stage tendering, EMD of unsuccessful bidders during the first stage, i.e., technical evaluation, etc. should be returned within 30 days of declaration of the result of the first stage, i.e., technical evaluation, etc.
d)	Bids received by fax/email and unsealed Bids shall be treated as invalid and shall be rejected.
e)	Bids in English should be submitted with a covering letter on bidder's letter head duly signed by the authorised signatory of the bidder.

f)	In this tender either an Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item. Agents while quoting on behalf of their principals shall provide necessary latest authorization letter obtained from their Principals/Manufacturers in their bid.
g)	If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the tender for the same item. If submitted, all offers submitted by the said agent shall be excluded from the procurement process.
h)	Advance Payment shall not be acceptable. Advance Payment may only be considered in exceptional cases and only as per guideline in the 'Purchase Manual- 2025'/'General Financial Rules-2017' and its corresponding Amendments from time to time, after obtaining due approval of the Competent Financial Authority.
i)	All correspondence and documents must bear SCL's Tender reference number.
j)	SCL is not responsible for the loss/delay in transit of any bid/any document related to this Tender.
k)	Late and delayed bids shall not be considered.
l)	SCL reserves the right to accept the lowest or any other bid in whole or in part without assigning any reason(s).
m)	SCL reserves the right to reject all bids without assigning any reason.
n)	SCL reserves the right to defer/postpone/re-schedule the bid opening. However, efforts will be made to inform the vendors about the post-ponement in advance.
o)	All documents including bid, specifications, schedule notices, correspondence, operating and maintenance instructions/drawings etc. shall be in English Language.
p)	Bid should be in conformity with technical specifications mentioned in the tender document. Exclusions/deviations should be separately listed out by the bidder and shall be mentioned in a separate letter in the technical bid.
q)	Bidders are expected to comply with the 'Commercial and other Terms & Conditions' given in PART-C of this RFP. In case of any deviation, the reasons thereof should be clearly specified in the compliance/response column of PART-C.
r)	Bidder shall submit 'Technical and Unpriced Commercial Offer' and 'Priced Commercial Offer' in two separate sealed cover duly signed by their authorized signatory. Bidder shall put their initials on corrections/ overwriting(s) if any. In case of any discrepancy between rates mentioned in figures and words, the rates mentioned in words shall prevail. In case of any discrepancy between rates mentioned in the unit price column and amount column, the correct amount after multiplying unit rate with quantity shall prevail.
s)	The authority of the person signing the bid, if called for, shall be produced by the bidder.
2.	<u>Instructions On Indian Agents (If Any):</u> Bidders are required to provide the following information in respect of their authorized Indian Agent, if any, alongwith 'Part-1' marked 'Technical' as the same is mandatory and is required for consideration of the bid. 1. Name, Address, Tel No./Fax No./email of the Indian Agent including the contact person. 2. A letter from the O.E.M in the current date certifying that the company mentioned above is their authorized Indian agent and also indicating the responsibilities/ role of the Indian agent under the proposed contract. 3. Remuneration/Service Charges payable to the Indian Agent under the proposed contract. 4. It is understood and agreed to between SCL and the bidder that the agent specified in the bid is the only agent involved under the proposed contract and the remuneration/service charge specified in the bid is the only remuneration/service charge involved and is payable only in Indian Rupees for the Indian agent. Payment of such remuneration/service charge to the Indian agent in the foreign currency or any payment by the bidder to any undeclared third party related to this Tender shall be deemed illegal and all consequential liabilities shall be to the account of the bidder.

3.	<u>Procedure for Submission of Bids:</u> The bid for the tendered system shall be submitted in following two sealed envelopes as per instructions given below:
a)	Envelope marked 'Part-1 - Technical' to contain Earnest Money Deposit, Technical Offer, Un-priced Commercial Offer as per details given below: i) Earnest Money Deposit (EMD). ii) Technical Offer comprising of compliance/response to detailed technical specifications forming part of this RFP. iii) Unpriced Commercial Offer including bidder's compliance/ response to SCL's commercial and other terms and conditions as per PART-C of this RFP. iv) Complete product literature alongwith list of options and available/ planned upgrades. v) Installed base of the system offered with the names and addresses of the users supported with documentary evidence. vi) Requirements to be fulfilled by SCL, if any, for installation and commissioning. vii) Acceptance test procedure. viii) Post Warranty Service/Support Policy. ix) Statement of Bid Compliance (as per proforma enclosed at PART-E). x) A copy of latest audited annual accounts. xi) Details of Indian Agent as per Clause No. 2 above. xii) Letter from the OEM in the current date as per clause 2(2) of PART-A
b)	Envelope marked 'Part-2 Commercial/ price bid' to contain the 'Priced Commercial Offer' indicating prices as per 'Quote Format' given at Part-D.
c)	The sealed envelopes 'Part-1 – Earnest Money Deposit (EMD) and Technical' and 'Part-2 – Commercial' should be put in a single bigger envelope duly sealed and bigger envelop and superscribed with the Tender reference no., due date and time. The above individual sealed envelopes should also be superscribed with Tender reference no., due date and time alongwith from address of the bidder shall be marked on the sealed cover.
d)	Inner and outer envelopes shall indicate the name and address of the bidder.
e)	The bid submitted as above shall be sent at the following address and should reach SCL, S.A.S. Nagar, Punjab, India no later than the last date and time of submission of sealed bids as indicated in the Public Tender Notice. Head, Purchase & Stores, Semi-Conductor Laboratory, Ministry of Electronics & Information Technology, Government of India, Sector-72, S.A.S. Nagar, Punjab-160 071, India. Phone: +91-172-2296166; Fax : +91-172-2237410; Email: hps@scl.gov.in
g)	Bid which is not submitted in accordance with the procedure given above is liable to be disregarded.
4.	<u>Bid opening:</u> The envelopes marked 'Part-1 –Earnest Money Deposit (EMD) and Technical' shall be opened as per schedule indicated in the Public Tender Notice at SCL, S.A.S Nagar, Punjab, India in the presence of the bidders/their authorized representatives who wish to be present. The bidders are, therefore, requested to visit or depute their authorized representatives to SCL, S.A.S. Nagar (Mohali), Punjab, India to attend the said opening as per the schedule given in the Public Tender Notice.
5.	<u>Commercial Offer Opening</u> The envelopes marked 'Part-2 - Commercial' shall be opened of only technically qualified bidders in the presence of the technically qualified bidders/their authorized representatives who may like to attend the same.

	The schedule of opening of 'Part-2 - Commercial' shall be intimated to the technically qualified bidders separately.
6.	The authorized representatives of the bidders who are deputed to attend the opening of 'Part-1- Technical' and 'Part-2-Commercial' of the bids should have an authorization letter from the bidder to attend the same.
7.	<u>Extension in the last date of submission of Bids.</u> Based on the response to the Public Tender Notice, SCL reserves the right to extend the last date of submission of bids and to reschedule the opening of 'Part-1 – 'Earnest Money Deposit' and 'Technical'.
10.	<u>Verification:</u> SCL reserves the right to verify all claims made by the bidder.
11.	<u>Procedure for evaluation of tenders:</u> Technical Evaluation Criteria: Vendor meeting the eligibility criteria and basic technical specifications mentioned in SCL Tender shall be considered to be technically qualified. Evaluation of Price Bids: The following elements shall be considered for evaluation of Price Bids: a. Price quoted by the bidder in the price bid template is for meeting the functionalities given in the Tender and Technical Specifications sheet. b. In case quotations are submitted in foreign currencies, during preparation of price tabulation, Foreign Exchange (FE) conversion rate vis-a-vis Indian currency (INR) will be worked out on the basis of FE TT selling rate prevailing on the day of opening of technical bids. c. Compliance with the Payment Terms prescribed in this tender document. In the event, the bidder offers Payment Terms stringent than SCL prescribed Payment Terms, the bid of the bidder may be loaded as per prime lending rate of Reserve Bank of India (RBI) and added to the landed cost. d. In the event of the bidder requiring SCL to bear bank charges outside India (foreign bank charges), the bidders bid shall be loaded suitably on the quoted price towards bank charges outside India. e. In case, the price quoted is FCA/FOB, the charges towards Freight as quoted or a maximum of 5% of price quoted, Customs Duty taxes as applicable shall be taken into account to arrive landed cost. f. Comparison between Indigenous and Imported Offers: If both indigenous offers and imported offers are to be compared, 2% of the total landed cost of foreign offers shall be added towards charges for Customs clearance and local transportation for delivery at SCL.

STANDARD TERMS AND CONDITIONS (FOR IMPORTED STORES)

1. DEFINITIONS:

- a) The term 'Purchaser' shall mean the Director General, SCL or his successors or assignees.
- b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the

Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.

- d) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

2. PRICES:

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

3. IMPORTANT LICENCE:

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

4. DEMURRAGE:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in the tender to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.

5. GUARANTEED TIME DELIVERY:

The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

6. INSPECTION AND ACCEPTANCE TEST:

- 6.1. 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 this 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.
- 6.2. 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.
- 6.3. 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.

7. CONSIGNEE:

Purchase & Stores Officer (Main Stores),
Semi-Conductor Laboratory, Sector 72, S.A.S. Nagar (Mohali), Punjab, India - 160 071

8. SHIPPING MARKS.

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

PURCHASE ORDER NO. DATED

Semi-Conductor Laboratory,
Ministry of Electronics & Information Technology,
Govt. of India
Sector 72, S.A.S. Nagar (Mohali), Punjab,
India - 160 071

Destination: & Port of Entry:

9. INSURANCE OF THE STORES:

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

10. CONTRACTOR'S DEFAULT LIABILITY: The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.

b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

11. In the event the Purchaser terminates the Contract in whole or in part as provided in the tender the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in the tender until such reasonable time as may be required for the final supply of stores.

11.1 If this Contract is terminated as provided in the tender the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

a) Any completed stores.

b) Such partially completed stores, drawing, information and Contract rights (herein after called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

11.2 In the event the Purchaser does not terminate the Contract as provided in the tender, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in the tender until the stores are accepted.

12. GUARANTEE & REPLACEMENT:

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

- b) For a period of '12' months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of '14' months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any parts thereof are faulty.
- c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals shall be made by the Contractor free of all costs to the purchaser provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of '14' months from the date of acceptance thereof.
- d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has developed within the said period of '14' months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.
- f) To fulfill guarantee conditions outlined in Clause 12 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 03% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- g) All the replacement stores shall also be guaranteed for a period of '12' months from the date of arrival of stores at purchaser's site.
- h) Even while the 'n' months guarantee applies to all stores, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 12 months referred to in Clause 12 (b) and (c) shall be asked for guarantee period plus two months.

13. REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:

The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the

original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

14. PACKING:

- a) The Contractor wherever applicable shall pack and crate all stores for sea /air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.
- b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.
- c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.
- d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.
- e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.
- f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments:
 - a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)
 - b) Invoice (3 copies)
 - c) Packing List (3 copies)
 - d) Test Certificate (3 copies)
 - e) Certificate of Origin.

The Contractor shall also ensure that one copy of the packing list is enclosed in each case.

15. LANGUAGE AND MEASURES:

All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract.

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 trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising

and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the Contract.

17. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.

18. SECURITY INTEREST:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

19. TRAINING:

The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel from India and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores, number of such personnel to be mutually agreed upon.

STANDARD TERMS AND CONDITIONS FOR INDIGENOUS STORES

1. DEFINITIONS:

- (a) The term PURCHASER shall mean the Director General, SCL or his successors or assigns.
- (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 including erection of plants machinery and subsequent testing, should such a condition is included in the Purchase Order.
- (d) The term PURCHASE ORDER shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

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

3. SECURITY DEPOSIT:

On acceptance of the tender and placement of order, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding three (03) percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores contracted at the risk of the Contractor in terms of the tender and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE REPLACEMENT:

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

(b) For a period of 12 months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

(c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 12 months from the date of acceptance thereof.

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

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

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

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

(h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in **para 4 (b) (c)** shall be the asked for guarantee period plus two months.

5. 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.

6. DISPATCH:

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

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

8. ACCEPTANCE OF STORES:

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

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

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

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

9. REJECTED STORES:

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

10. DELIVERY:

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

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

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a **maximum** of 10%, or

(ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-**clause (ii) (iii) of clause 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.

11. EXTENSION OF TIME:

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

12. ERECTION OF PLANT MACHINERY:

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

13. PAYMENT:

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

14. RECOVERY OF SUM DUE:

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

due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

15. INDEMNITY:

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

16. 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.

17. 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.

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PART-B

COMPLIANCE STATEMENT FOR TECHNICAL SPECIFICATIONS

To be filled and furnished along with your quote

Sl. No .	SCL Material Code	Item Description & Specifications	Qty (No.)	BIDDER'S COMPLIANCE/ RESPONSE
1.	210715832	Service of Edwards STP 1000C pump As per Scope of work attached as Annexure-I	1	
2.	210715829	Service of Shimadzu TMP 1003LM pump As per Scope of work attached as Annexure-I	1	
3.	210715830	Service of Shimadzu TMP 403LM pump As per Scope of work attached as Annexure-I	1	

PART-C

Format for compliance / response to Purchaser's proposed commercial and other terms & conditions.
(write your compliance/response and do not leave blank.)

Sl. No.	Description	Vendor's response
1.	DEFINITIONS: a. The term PURCHASER shall mean Semi-Conductor Laboratory, Sector-72, Mohali, Punjab 160071, under the administrative control of MEITY, 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 Contractors successors, representative, heirs, executors and administrators unless excluded by the Contract. c. The term STORES shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants machinery and subsequent testing, should such a condition is included in the Purchase Order. The term PURCHASE ORDER shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.	
2.	The bid shall be evaluated on item wise L-1 Basis.	
3.	Eligibility Criteria for the bidder: The bidder is desired to fulfil the following criteria to be eligible for participation in public tender for service of turbo pumps:	

	a) The vendor should have experience in handling and servicing of Edwards make and Shimadzu make turbo pumps.	
	b) Performance testing of these pumps and should meet the OEM specifications. Performance test reports and comprehensive service report need to be provided after refurbishment of these pumps.	
	c) During servicing of these pumps, any consumables and non-consumables spare parts as used as mentioned in the scope of work below shall be of semiconductor grade.	
4.	Acceptance criteria for the serviced turbo pumps:	
	a) Vendor to provide the detailed test/performance report.	
	b) Vendor to provide the comprehensive service report.	
	c) Perform Ultimate vacuum test to achieve vacuum of the order of 10^{-8} Torr or better.	
	d) Leak check to 6.5×10^{-8} torr or better.	
5.	Vendor to provide compliance to Scope of Work mentioned in the tender document.	
6.	Delivery Term for Indigenous vendor: Pumps will be picked up for service and delivered back to SCL by the vendor. The Vendor shall be responsible for export and import of the pumps from India and to India respectively. All Govt. clearances, approvals, taxes, duties and insurances in and outside India, as per laws shall be in vendor's scope. SCL will provide requisite documentation, as required for the same.	
7.	Delivery Term for Imported vendor: The pumps shall be sent to works of vendor by SCL on freight paid basis. For imported stores (repaired pumps), prices shall be quoted on FCA nearest International/Gateway airport basis inclusive of all taxes, levies, duties arising in the tenderer country.	
8.	Delivery Period (in case of Indigenous supplier): The vendor to indicate the estimate time frame by which the servicing can be completed after pick-up of pumps from SCL and sent back to SCL after repair.	

9.	Delivery Period (in case of Imported supplier): The vendor to indicate the estimate time frame by which the servicing can be completed after receipt of pump at their works and sent back to SCL after repair.	
10.	Any approvals/Govt. clearances required as per laws of the vendor's country shall be the responsibility of the vendor. Any Government clearance required as per Indian Laws shall be Purchaser's responsibility.	
11.	Validity of Offer: The offer should be valid for a minimum period of 90 days from the date of technical bid opening (1 st Part) or 90 days from the date of Price Bid Opening (2 nd Part), whichever is later.	
12.	Payment Term, for foreign vendors: 100% Payment shall be made through wire transfer within 30 days upon receipt of shipment and against an invoice raised and a satisfactorily report received from user division and submission of PBG. All bank charges outside India related to the payment shall be borne by the Contractor and all bank charges in India shall be borne by the purchaser.	
13.	Payment Term, for indigenous vendors: 100% payment shall be made for the repaired/serviced and accepted Pumps (Stores) within 30 days from the date of receipt at SCL against an invoice raised and a satisfactorily report received from user division and submission of PBG.	
14.	Taxes for Servicing for foreign vendor: The Repair charges is subject to deduction of Income tax as per Indian Income Tax regulation. Accordingly repair charge shall be remitted net of taxes after deduction of income tax at the rate as applicable at the time of repair. The present rate of Income tax is 20.80 percent without PAN no.	
15.	Security Amount: As the pump will be in possession of the contractor during the service an amount of USD 1297 (Rs. 1,13,000.00) for Edwards STP 1000C pump, USD 270 (Rs. 23,500.00) for Shimadzu TMP 1003LM pump and USD 190 (Rs. 16,600.00) for Shimadzu TMP 400mLM shall be deposited by the contractor towards security amount. Security amount shall be submitted through Demand\ Draft/Bankers check/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 60 days beyond the date for completion of Purchase order/contract. After purchase order/contract is successfully executed in all respects the security amount shall be discharged.	
16.	Security Deposit (SD): On acceptance of the tender, the Vendor 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 till execution of PO and should remain 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. Note: In case, Security Deposit is submitted in the form of Bank Guarantee (BG) and Issuing Bank utilizes SFMS (Structured Financial Messaging Solution) Gateway for issuing the BG in favour of SCL and mention IFSC code of SCL banker i.e. State Bank of India, SBIN00061229, and genuineness of the BG will be verified by SCL's banker by checking into SFMS gateway. In case, Security Deposit is submitted in the form of Bank Guarantee (BG) and Issuing Bank not utilizes SFMS (Structured Financial Messaging Solution) Gateway for issuing the BG, Vendor to ensure that the issuing bank shall communicate the genuineness of BG through e-mail from issuing bank domain e-mail ID to sunitagaur@scl.gov.in and copy to punit@scl.gov.in followed by hard copy to Shri Punit Purchase and Stores Officer, Semi-Conductor Laboratory, Sector -72, Mohali-160071. In addition the banker may send a scanned copy of the BG as an attachment.	
17.	Delay in Completion/Liquidated Damages: If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the 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.	
18.	Warranty: The Contractor shall provide warranty for the tendered item for a period of 12 months from the date of acceptance at Purchasers site at no extra charges against any manufacturing defect/faulty workmanship etc. In case any defect arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works.	
19.	Performance Bank Guarantee: The Contractor shall furnish a Bank Guarantee (as per format given by purchaser) from any nationalized/scheduled bank for an amount equivalent to 10% 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. After the issue of PBG (Performance Bank Guarantee), the issuing bank shall communicate the genuineness of BG through e-mail from banks domain to uday@scl.gov.in and copy to punit@scl.gov.in followed by a hard copy to Mr. K Uday Kumar Reddy, Accounts Officer, Semi-Conductor Laboratory, Sector - 72, Mohali - 160071 and copy to Shri Punit, Purchase & Stores Officer, Semi-Conductor Laboratory, Sector -72, Mohali-160071.	
20.	Packing & Forwarding: The Contractor shall pack and crate all stores for air/sea/road shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail, air or sea. The Contractors shall be responsible for all damages due to improper packing.	
21.	REJECTION: In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser.	

22.	Name, Address, e-mail ID of vendor: Indicate the name and address of the vendor for placing Purchase Order along with their e-mail ID, contact person and designation, Telephone No. and fax no.	
23.	Extension of Time: If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government fires floods epidemics quarantine restriction strikes freight embargoes etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.	
24.	Arbitration: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.	
25.	Applicable Law: The Contract shall be interpreted, construed and governed by the laws of India.	

	The contract shall be subject to exclusive jurisdiction of the Court of S.A.S. Nagar (Mohali), Punjab irrespective of anything mentioned in any correspondence or otherwise.	
26.	Name & contact details of Indian agent, if any	
27.	In case any non-consumable part/spares is to be replaced by the vendor, a separate Purchase Order would be placed by SCL for desired non-consumable parts.	
28.	Any Other Term:	
	SIGNAURE OF THE PARTY _____ NAME _____ COMPANY SEAL _____ DATE _____	

PART-D

QUOTE FORMAT

Sr. No.	Description	Qty.	Unit	Currency	Unit Rate	Amount	Taxes	Total
1.	Service of Edwards STP 1000C pump As per Scope of work attached as Annexure-I	1	Nos.					
2.	Service of Shimadzu TMP 1003LM pump As per Scope of work attached as Annexure-I	1	Nos.					
3.	Service of Shimadzu TMP 403LM pump As per Scope of work attached as Annexure-I	1	Nos.					

* These duties and taxes are applicable to vendors quoted in INR only and should be indicated by them.

Note:

1. All rates should be given both in figures and words.
2. I/We have understood the items of the tender annexed to the invitation to tender and have thoroughly examined the specifications/drawing and/or pattern quoted or referred to herein and am/are fully aware of the nature of the stores required and my/our offer is to supply the stores strictly in accordance with the requirements subject to the terms and conditions stipulated in the enquiry and contained in the Purchase Order communicating the acceptance of this tender either in whole or in part.

Signature of Tenderer

Date:

(Seal)-----

PART – E

PROFORMA OF STATEMENT OF COMPLIANCE TO BE PROVIDED BY THE BIDDER ALONGWITH THE BID (Part-2 - Technical)

TENDER REFERENCE NUMBER:

(To be filled by the Bidder)

1. This is to certify that we have carefully gone through the technical specifications of the system related to the above Tender Reference number, 'I Instructions to Bidders', 'Format for Compliance/Response to the Commercial & Other Terms and Conditions', and 'Procedure for evaluation of bids' of the RFP placed at SCL's website. We have based our bids on the various clauses of the abovesaid documents and hereby confirm that we:

- have submitted the bid for brand new system.
- have offered the system meeting the prescribed technical specifications.
- accept all the clauses as indicated in the abovesaid documents.
- accept all the clauses except for the clauses and reasons thereto as indicated against such clauses in the columns of PART-C titled 'Format for Compliance/Response to the Commercial and Other Terms & Conditions'.

Authorised Signatory:.....

Name.....

Title.....

Name of the Company.....

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Annexure-I

SEMI-CONDUCTOR LABORATORY
S.A.S. NAGAR

SCOPE OF WORK (Standard refurbishment)

1. Full decontamination of pump.
2. All consumables need to be replaced using new parts
 - O-Rings, Gaskets, Filters, seals, bearing, SS bolts
3. Test to be performed after refurbishment
 - Perform Ultimate vacuum test to achieve vacuum of the order of 10^{-8} Torr or better;
 - Leak check to 6.5×10^{-8} torr
 - Vendor to provide the detailed test/performance report.
 - Vendor to provide the comprehensive service report
4. Vendor to provide minimum 12 months warranty.
5. Diagnostic checks of Motor and Electronic sensors.
6. Dimensional and Visual inspection to meet or exceed OEM specification
7. Rotational speed verification.

M. Gauthier