

# **TENDER DOCUMENT**

COMPRISING OF REQUEST FOR PROPOSAL, INSTRUCTIONS TO BIDDERS, TECHNICAL SPECIFICATIONS AND COMMERAIL TERMS FOR SUPPLY OF PROBE CARD MAINTENANCE & REPAIR SYSTEM.

**PUBLIC TENDER REF. NO: P&S/44948/ISC/2024**



SEMI-CONDUCTOR LABORATORY (SCL)

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

GOVERNMENT 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–D) of this document carefully and submit their bids in accordance with the ‘General Instructions to Bidders’, ‘Procedure for Submission of Bids’, ‘Technical Specifications’ and ‘Commercial & other Terms and Conditions’ given herein.

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## PART-A

### GENERAL INSTRUCTIONS TO BIDDERS

1.	<u>General Conditions:</u>
a)	This document should be read in conjunction with the Public Tender Notice, Instructions to Bidders', 'Technical Specification' and Commercial Terms'.
b)	This is a two part Tender i.e. Technical and Commercial part 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 Commercial/ Price Bid format only.
c)	In this tender either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorization letter obtained from their Principals/Manufacturers in their bid.
d)	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.
e)	Bids received on fax/e-mail and unsealed bids shall be treated as invalid and shall be rejected.
f)	Bids in English should be submitted with a covering letter on bidder's letter head duly signed by the authorized signatory of the bidder.
g)	All correspondence and documents must bear SCL's Tender reference number.
h)	SCL is not responsible for the loss/delay in transit of any bid/any document related to this Tender.
i)	Late and delayed bids shall not be considered.
j)	SCL reserves the right to accept the lowest or any other bid in whole or in part without assigning any reason(s).
k)	SCL reserves the right to reject the lowest or in part any bid or all bids without assigning any reason(s).
l)	SCL reserves the right to defer/postpone/re-schedule the bid opening. However efforts will be made to inform the vendors about the postponement in advance.

m)	All documents including bid, specifications, schedule notices, correspondence, operating and maintenance instructions / drawing etc. shall be in English language.
n)	The vendors are required to give detailed price break-up for the tendered equipment.
o)	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.
p)	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.
q)	Bidder shall submit 'Technical and Un-priced Commercial Offer' and 'Priced Commercial Offer in two separate sealed cover duly signed by their authorized signatory. Bidder shall initial corrections/ overwriting(s) if any. In case of any discrepancy between rates mentioned in figures and words, the rates whichever are less 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.
r)	The authority of persons signing the bid, if called for, shall be produced by the bidder.
2.	<p><b>Tender Document Fee:</b></p> <p>If the Tender Document comprising of Public Tender Notice Technical Specifications and RFP have been downloaded from SCL website, bidders are not required to submit Tender Document Fee.</p> <p>If the Tender documents are obtained/required by the prospective bidders to be sent by post, bidders are required to submit a bank draft (non refundable) for Rs. 590.00 (Rs. 500.00 + GST @ 18%) or equivalent in foreign currency alongwith their request for Tender Documents. The Bank Draft should be drawn in favour of Semi-Conductor Laboratory payable at Mohali/Chandigarh and shall be valid for a period of three months.</p> <p>Bidders are also advised to provide their complete address, telephone number, fax no and email ID etc.</p> <p>Vendors registered as MSEs and registered with KVIC and small scale Industries Units included in the list of National Small industries Corporation are exempted for tender document fee. Supporting documentary evidence shall be enclosed in the technical bid in this regard.</p> <p>Foreign vendors submitted their bids directly are exempted for Tender document fee.</p>

3.	<p><b><u>Instructions on Indian Agents (if any) :</u></b></p> <p>Bidders are required to provide the following information in respect of their authorized Indian Agent, if any, along with 'Part-2' marked 'Technical' as the same is mandatory and is required for consideration of the bid.</p> <p>i) Name, Address, Tel. No./Fax No./ e-mail of the Indian Agent including the contact person.</p> <p>ii) A letter from the OEM in the current date certifying that the company at Sr. No. 3 (i) above is their authorized Indian Agent and also indicating the responsibilities/ role of the Indian agent under the proposed bid.</p> <p>iii) Remuneration / Service Charges payable to the Indian Agent under the proposed bid.</p> <p>iv) 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 bid 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.</p>
4.	<p><b><u>Procedure for submission of Bids:</u></b></p> <p>The bid for the tendered equipment shall be submitted in following three sealed envelopes as per the instructions given below:</p>
a)	<p><b><u>Envelope marked 'Part-1 – 'Earnest Money Deposit':</u></b></p> <p>a. Bidders are required to submit bids along with prescribed Earnest Money Deposit (EMD) amount of Rs. 1,00,000.00 (Rupees one Lakh Only) as per details in the tender. EMD instrument in original should be sent in a sealed cover with a covering letter quoting tender number.</p> <p>b. Foreign Bidder directly submitting bid (not through their Indian Agent or Indian Counterpart or Indian subsidy) shall be exempted from the payment of EMD.</p> <p>c. Central PSUs/PSEs/Autonomous Bodies, Micro and Small Enterprises (MSEs) 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 &amp; 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.</p> <p>d. MSME submitting bid on behalf of foreign vendor shall not be exempted for submitting EMD.</p> <p>e. Traders who are registered as MSMEs shall not be exempted for submitting EMD.</p>

	<p>f. The bid submitted by vendor without EMD will not be considered.</p> <p>g. EMD shall be submitted in a single installment through Demand Draft/Bankers Cheque/Fixed Deposit Receipts or Bank Guarantee in favour of Semi-Conductor Laboratory from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value. In case of fixed deposit receipt /bank guarantee, it shall be valid for a period of 45 days beyond the final tender validity date. EMD shall be interest free.</p> <p>h. Vendors/firms name and tender no. shall be indicated on the reverse side of the EMD instrument.</p> <p>i. EMD instrument should not be dated prior to the date of tender.</p> <p>j. SCL will not be responsible for non-receipt of EMD instrument due to postal delay / loss in transit.</p> <p>k. Any tender not accompanied with EMD shall be treated as invalid tender and rejected.</p> <p>l. 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.</p> <p>m. EMD shall be refunded to all the unsuccessful bidders within thirty (30) days after placement of the Purchase Order. EMD shall be refunded to the successful tenderer/Contractor after payment of the Security Deposit or may be adjusted against the Security Deposit. EMD shall be refunded to all the participants in cases where the tender is cancelled or withdrawn by the purchaser, within thirty days from the date of such cancellation or withdrawal.</p>
b)	<p><b>Envelope marked 'Part-2 – Technical' to contain Technical Offer, un-priced Commercial Offer as per details given below:</b></p> <p>i) Technical offer comprising of compliance/response to detailed technical specifications forming part of this RFP.</p> <p>ii) Un-priced Commercial Offer including bidder's compliance/response to SCL's commercial and other terms &amp; conditions of this RFP .</p> <p>iii) Complete product literature along with list of options and available / planned upgrades.</p> <p>iv) Requirements to be fulfilled by SCL, if any, for installation, commissioning and testing.</p> <p>v) Acceptance Test Procedure</p> <p>vi) Details of Indian Agent &amp; Letter from the OEM in the current date</p>
C)	<p><b>Envelope marked 'Part-3 – Commercial' to contain the 'Priced Commercial Offer' indicating prices as under:</b></p> <p>i) Prices as per 'Quote Format' at Part-D.</p> <p>ii) Itemized quote for spares and consumables (if any) for one year of operation. It may please be noted that prices of the same is for reference purpose only and shall not be considered for commercial evaluation of bid.</p>
D)	<p>The sealed envelopes 'Part-1 – Earnest Money Deposit', 'Part-2 – Technical' and 'Part-3 – Commercial' should be put in a single envelope for the tendered equipment which should also be sealed and superscribed with the Tender reference no., due date and time. The above individual</p>

	sealed envelopes should also be superscribed with Tender reference no., due date and time.
E)	Inner and outer envelopes shall indicate the name and address of the bidder.
F)	<p>The bid for the tendered equipment 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.</p> <p>Head, Purchase &amp; Stores, Semi-Conductor Laboratory, Department of Space, Government of India, Sector-72, S.A.S. Nagar, Punjab-160 071, India. Phone: +91-172-2296166, Fax: +91-172-2297410 Email: <a href="mailto:hps@scl.gov.in">hps@scl.gov.in</a></p>
G)	Bids which are not submitted in accordance with the procedure given above are liable to be disregarded.
6.	<p><u>Bid opening:</u></p> <p>The envelopes marked 'Part-1 – Earnest Money Deposit' and 'Part-2 - 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 representative who wish to be present. The bidders are, therefore, requested to visit or depute their authorized representative to SCL, S.A.S. Nagar (Mohali), Punjab, India to attend the said bid opening as per the schedule given in the Public Tender Notice.</p> <p>The authorized representatives of the bidders who are deputed to attend the opening of 'Part-1 Earnest Money Deposit' and 'Part-2 Technical' of the bids should have an authorization letter from the bidder to attend the same.</p>
7.	<p><u>Commercial offer opening:</u></p> <p>The envelopes marked 'Part-3 - Commercial' shall be opened of only technically qualified bidders in the presence of the technically qualified bidders/their authorized representative who may like to attend the bid opening.</p> <p>The schedule of opening of 'Part 3 – Commercial' shall be intimated to the technically qualified bidders separately.</p> <p>The authorized representatives of the bidders who are deputed to attend the opening of 'Part-1 Tender Document Fee' and 'Part-2 Technical' of the bids should have an authorization letter from the bidder to attend the same.</p>

8.	<p><u>Extension in the last date of submission of Bids:</u></p> <p>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 'Part 2 - Technical'.</p>
9.	<p><u>Verification:</u></p> <p>SCL reserves the right to verify all claims made by the bidder.</p>
10.	<p><u>Procedure for evaluation of tenders:</u></p> <p><b>Technical Evaluation Criteria:</b></p> <p>Vendor meeting the eligibility criteria and basic technical specifications mentioned in SCL Tender shall be considered to be technically qualified.</p> <p><b>Evaluation of Price Bids:</b></p> <p>The following elements shall be considered for evaluation of Priced Commercial offer:</p> <ol style="list-style-type: none"> <li>a. Price quoted by the bidder in the price bid template for meeting the functionalities given in the Tender and Technical Specifications sheet.</li> <li>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.</li> <li>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 shall be loaded as per prime lending rate of Reserve Bank of India (RBI) and added to the landed cost.</li> <li>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.</li> <li>e. In case, the price quoted is FCA/FOB/Ex-works, 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.</li> <li>f. Comparison between Indigenous 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.</li> <li>g. Post warranty AMC charges and cost of recommended spares and Consumables shall not be taken into account for evaluation of price bids.</li> <li>h. Calibration charges at user site after warranty shall not be taken into account for evaluation of price bid.</li> </ol>

**DOS 20**



1. Late tenders and delayed tenders will not be considered.
2. GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
3. (a) The 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. Otherwise, SCL reserves the right to reject the tender.

4. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
5. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.  
  
(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non acceptance of tender, the tenderer will have to remove the samples at his own expense.  
  
(c) Approximate net and gross weight of the items offered shall be indicated by bidder in their in your offer. If dimensional details are available, the same should be indicated by bidder in their offer.  
  
(d) Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies.

6. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
7. The tenderer should enclose 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.

8. 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.
9. The authority of the person signing the tender, if called for, should be produced.

## **TERMS CONDITIONS OF TENDER**

### **1. DEFINITIONS:**

(a) The term PURCHASER shall mean the Director, 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 ten 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 Sub-Clause (ii) and (iii) of clause 10(b) hereof 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 24 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 26 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 26 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 24 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 clause 4 (a) to (e) above, 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 10% 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 24 months from the date of arrival of the stores at purchaser's site.

(h) Even while the 24 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 26 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. DESPATCH:

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

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

#### 8. ACCEPTANCE OF STORES:

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

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

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

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

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

#### 10. DELIVERY:

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

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

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

#### 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. MODE OF PAYMENT:

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

#### 15. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such

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

#### 16. INDEMNITY:

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

#### 17. ARBITRATION:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration

and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the 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.

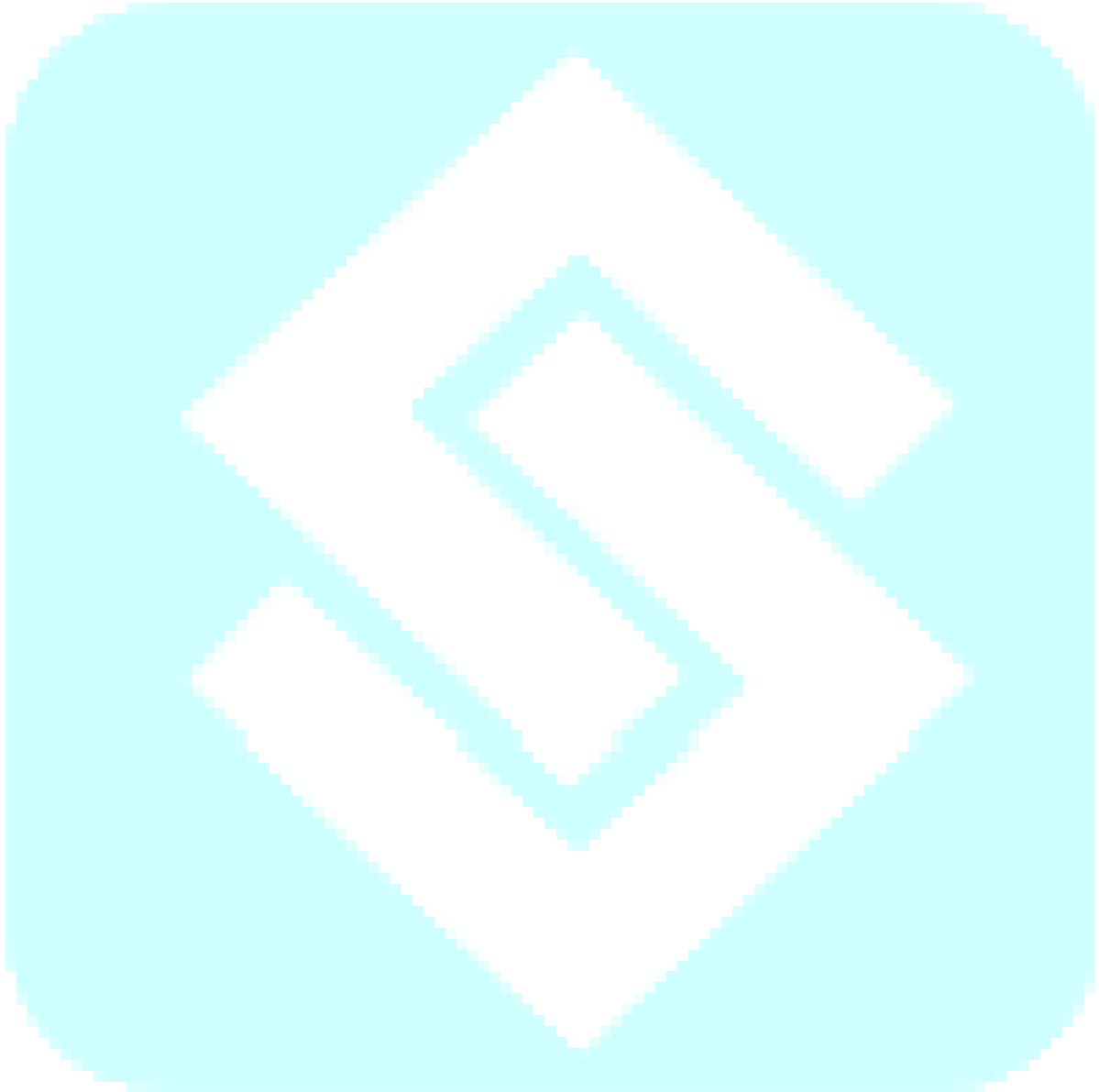
#### 18. COUNTER TERMS AND CONDITION OF SUPPLIERS:

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

#### 19. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

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## DOS 22

1. A Proforma Invoice may also be given which should contain the following information:
  - a) The FOB/FCA value, the C and F value for import by Sea freight / Air freight up to and for air parcel post up to \_\_\_\_\_ should be separately indicated.
  - b) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.
  - c) The Contractor shall invoice only for the net amount payable to deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractors invoice should separately reflect the amount of commission payable to his Indian Agent.
  - d) The earliest delivery period and country of origin of the Stores.
  - e) Bankers name, address, telephone/fax Nos. and e-Mail ID of the Contractor.
  - f) The approximate net and gross weight and dimensions of packages /cases.
  - g) Recommended spares for satisfactory operation for a minimum period of one year.
  - h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.
2. The FOB/FCA and C and F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderers country.
3. The offer should be valid for a minimum period of 90 days (single part tender) and 120 days (Two part tender) from the due date of opening of the tender.
4. Samples, if called for, should be sent free of all charges.
5. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.
6. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
7. The details of Import Licence will be furnished in the Purchase Order.
8. The authority of person signing the tender, if called for, shall be produced.



9. Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only.
10. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
11. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
12. a) Part shipment is not allowed unless specifically agreed to by us.  
b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us.
13. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.
14. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.
16. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

## **TERMS AND CONDITIONS**

### **1. DEFINITIONS:**

- (a) The term Purchaser shall mean the President of India or his successors or assignees.
- (b) The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractors Successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- (c) The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.
- (d) The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

### **2. PRICES:**

Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offers should

invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

3. TERMS OF PAYMENT:

3.1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

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

a) Original Bill of Lading / Airway Bill

b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.

c) Packing List showing individual dimensions and weight of packages.

d) Country of Origin Certificate in duplicate.

e) Test Certificate.

f) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.

g) Warrantee and guarantee Certificate/s vide Clause 20 herein below

4. IMPORTANT LICENCE:

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

5. DEMURRAGE:

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

6. ADDRESS OF INDIAN AGENTS:

7. GUARANTEED TIME DELIVERY:

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

8. INSPECTION AND ACCEPTANCE TEST:

8.1 The Purchaser representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractors premises the material and workmanship of all stores to be supplied under this Contract and if part of the

said stores is being manufactured on other premises, the Contractor shall obtain for the purchasers representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractors premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

8.2 For tests on the premises of the Contractor or of any of his subContractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchasers representative to carry out the tests efficiently.

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

9. MODE OF DESPATCH:

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

10. PORT OF ENTRY:

New Delhi/ Mumbai

11. CONSIGNEE:

Purchase and Stores Officer, Stores,

12. SHIPPING MARKS.

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

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

(name of the Centre/Unit)

Destination: .

Port of Entry:

For Air Consignment : New Delhi

For Sea consignment : Navi Mumbai

### 13. INSURANCE OF THE STORES:

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

### 14. CONTRACTORS DEFAULT LIABILITY:

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

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

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

15. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of stores.

15.1 If this Contract is terminated as provided in Clause 14 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

a) Any completed stores.

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

15.2 In the event the Purchaser does not terminate the Contract as provided in Clause 14, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause for DELAY IN COMPLETION / LIQUIDATED DAMAGES until the stores are accepted.

### 16. REPLACEMENT:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be

paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

**17. REJECTION :**

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either :

a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or

b) terminate the Contract for default as provided under clause 14 above, or

c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchasers rights under clause 19.

**18. EXTENSION OF TIME:**

If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

**19. DELAY IN COMPLETION / LIQUIDATED DAMAGES:**

If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of onehalf of one percent (0.5percent) of the Contract price of the undelivered stores for each calendar week of delay.

The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

**20. GUARANTEE and REPLACEMENT:**

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 24 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 26 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 26 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 24 months or as to whether r the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.

f) To fulfill guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10 Percent 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 24 months from the date of arrival of stores at purchasers site.

h) Even while the 24 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 26 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

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

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

## 22. PACKING:

a) The Contractor wherever applicable shall pack and crate all stores for sea /air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.

b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.

d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.

e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.

f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airtailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air consignments:

a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two nonnegotiable copies)

b) Invoice (3 copies)

c) Packing List (3 copies)

d) Test Certificate (3 copies)

e) Certificate of Origin.

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

## 23. ARBITRATION:

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.

**24. LANGUAGE AND MEASURES:**

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

**25. INDEMNITY:**

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

**26. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:**

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

**27. SECURITY INTEREST:**

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

**28. BANK CHARGES:**

While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

**29. TRAINING:**

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

**30. APPLICABLE LAW:**

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

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**PART-B**

**COMPLIANCE STATEMENT FOR TECHNICAL SPECIFICATIONS**

**This format is to be submitted AS PART OF 'TECHNICAL & UNPRICED COMMERCIAL OFFER' ('Part-2 marked Technical').**

<b>S. No.</b>	<b>Specifications</b>	<b>Compliance (Yes/ No/)</b>	<b>Offered Specifications</b>	<b>Remarks</b>
1.	<b>Applications:</b> The equipment should have capability to measure planarization (Z-height) of tips of probe pins & correction for epoxy type probe cards.			
2.	<b>Probe card holder:</b> Equipment should have the capability to handle following shape & size of probe cards for repair & maintenance.  1. Round probe cards of size: (i) 9.5" standard for Advantest V93K tester (Compact test head(CTH)) (ii) 12" standard for Teradyne Ultraflex tester (300 mm flex pogo tower).  <b>Note:</b> Before fabrication of adaptors for handing of round probe cards, kindly share drawings to SCL for written approval.  (2) Rectangular probe cards, width 4.5" and length upto 7.5".			
3.	<b>(1) Chuck assembly:</b> (1.1) Should Comprise of hardened gold plated and precision ground flat conductive planarization chuck. It should be capable for measurement of			

<p>Z height of tips of probe pins of spider for die size upto ~4.5" x 1" (L xW) of probe card.</p> <p>(1.2) Movement of gold plated chuck in Z direction with span should be <math>\geq 0.5"</math> , to accommodate the working depth of probe card ranging from 0.06" (1.524 mm) to 0.56" (14.224 mm) below underside of board.</p> <p>(1.3) The card depth barrel micrometer (z - knob) should lifts the chuck stage in a 1:1 ratio, so that the graduations on the micrometer should represent true indication of chuck travel.</p> <p>(1.4) Resolution of digital read out display (Digital Linear gauge) of chuck motion in Z direction should be 0.1 mil or better .</p> <p><b>(2) Parallelism between gold plated chuck and probe card holder:</b></p> <p>Parallelism between chuck and probe cards holder (to accommodate probe cards of size &amp; shape as mentioned above) should be less than +/- 0.5 mil from the center of the chuck.</p> <p>(3) Planarization <b>light display</b> with audible continuity checker for <math>\geq 288</math> pins. Vendor should also supply required interface board &amp; cable assemblies to connect 50-pin IDC (Insulation</p>			
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	Displacement Connectors, 25x2 pin each with 100 mils pitch) header mounted on probe card.			
4.	<p><b>Special &amp; Standard tools:</b> Vendor to provide below listed special &amp; standard tools</p> <p>(i) 03 sets of tools viz. SS tweezers, hooked pull up tool &amp; forked push down tool etc. for correction of planarization (Z-height) of tips of probe pins to bring them in same Z-plane.</p> <p>(ii) Calibration tool for monitoring of parallelesim between gold plated chuck and probe card holders (as stated above). Calibration tool includes precision-ground-flat-calibration-plate used in conjunction with the Digital Linear Gauge(DLG) to measure and allow the adjustment of the planarity of the chuck surface with the probe card holder/support rails.</p> <p>(iii) Digital Dial gauge with stand to check the planarity of chuck.</p> <p>(iv) Other standard tools viz. screw drivers, allen keys etc for correction of parallelesim between probe card holder rail and wafer chuck for planarization tool.</p>			
5.	<p><b>Microscope &amp; mount:</b> Equipment must include optical microscope with</p> <p>(i) Stereo zoom microscope preferably with <math>\geq 100x</math> magnification &amp; working</p>			

	<p>distance 100 mm or more and also fitted with fluorescent ring light with intensity control.</p> <p>(ii) Boom stand for full motion to sweep over the complete surface of the probe cards of above mentioned sizes &amp; shape.</p>			
6.	<p><b>Required Accessories:</b></p> <p>Vendor to supply all accessories viz. Probe card holder rails, adaptor for handling round probe cards etc. required to meet the specifications &amp; performance of the equipment.</p>			
7.	<p><b>ACCEPTANCE CRITERION:</b></p> <p>Equipment will be accepted based on parallelism:</p> <p><b>Parallelism value between gold plated chuck and probe-card-holder (PCH) rails: &lt;math&gt;\lt; \pm 0.5 \text{ mils.}&lt;/math&gt;</b></p> <p>Note: Parallelism shall be measured with the help of calibration tools consisting of precision-ground-flat-calibration-plate &amp; dial gauge.</p>			
8.	<p><b>TRAINING:</b></p> <p>Vendor to provide comprehensive training free of cost for two persons at SCL, Mohali (Punjab), India for minimum 40 hrs as below.</p> <p>(1) related to operation, calibration, maintenance &amp; safety of equipment .</p> <p>(2) on equipment for:</p> <p>(i) Repair of faulty probe cards viz. alignment &amp; planarization of</p>			

<p>tips of probe pins for sizes &amp; shapes of probe cards as mentioned above. This includes use of special tools provided for repair.</p> <p>(ii) Handling of die of size upto ~4.5" x 1" (L xW) on chuck.</p> <p>(iii) Operation of planarization light display while doing planarization of tips of probe pins of probe cards for size &amp; shape as mentioned in Sr. No. 2.</p> <p>(3) on change of probe card holder-rail from rectangular to circular probe card and vice-versa.</p> <p>(4) Rail adjustment of probe card holder so as to have parallelism between chuck &amp; probe card holder to meet specifications (less than +/- 0.5mils).</p>			
<p>9. <b>WARRANTY:</b></p> <p>Vendor to provide comprehensive warranty for followings for a period of minimum 1 year after acceptance of the system by SCL :-</p> <p>(i) Parts of the equipment, faulty parts replacement /repair &amp; assistance during fitting of parts at SCL,</p> <p>(ii) Free of cost parts &amp; labour warranty for repair of equipment at their facilities,</p> <p>(iii) Instructions to address issues related with the equipment.</p>			

	List of consumable, if any not covered under warranty shall be mentioned separately.			
10.	<b>RECOMMENDED SPARES AND CONSUMABLES:</b> Vendor to provide itemized quote for spares and consumables (if any) for one year of operation, for reference only.			
11.	<b>TECHNICAL DOCUMENTATION:</b> Vendor to supply soft copy manuals related to operation, maintenance and schematic in English language. Technical documentation should include safety operating procedure.			
12.	<b>POWER &amp; UTILITIES / FOOT PRINT DIMENSIONS:</b> Single Phase, 230VAC $\pm$ 10%, 50 Hz $\pm$ 5%. Vendor to give a list of other facilities/utilities needed for installation & operation as applicable to the equipment.			
13.	<b>Spare &amp; Maintenance support:</b> Vendor to provide spare & maintenance support for minimum 8 years after expiry of warranty period. Vendor should also answer to the queries over phone & emails whenever required.			

**PART-C**

Please find below SCL’s proposed **COMMERCIAL AND OTHER TERMS & CONDITIONS** pertaining to this RFP. Bidders are advised to give their Compliance/Response to SCL’s proposed **COMMERCIAL AND OTHER TERMS & CONDITIONS**. This format is to be submitted **AS PART OF ‘TECHNICAL & UNPRICED COMMERCIAL OFFER’** (**‘Part-2 marked Technical’**).

**Definitions:**

- a) The term ‘Purchaser’ shall mean ‘Semi-Conductor Laboratory’, Department of Space.
  
- b) The term ‘Contractor’ shall mean the person, firm or company with whom or with which the order for supply of the stores is placed and shall be deemed to include the Contractor’s heirs, executors and administrators unless excluded by the contract.
  
- c) The term ‘Purchase Order’ shall mean the authorized communication intimating the acceptance on behalf of the purchaser of 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 or machinery or part thereof.
  
- d) The term “Stores” shall mean all that the Contractor agrees to supply under the contract as specified in the purchase order.

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

<b>SR.</b>	<b>TERMS</b>	<b>BIDDER’S COMPLIANCE/RESPONSE</b>
1.	This being a two part tender Technical and Commercial part separate, the Technical part should not contain pricing information. The tenders containing Price details in technical part will be summarily rejected.  The Prices should be indicated only in the	

	Price Bid envelope marked ' <b>Part-3 - Commercial</b> '.	
2.	<p><b>Export License:</b></p> <p>The vendor shall inform whether Export License for the tendered equipment is required or not. If required, vendor to provide commitment that they will able to obtain Export License.</p>	
3.	<p><b>Eligibility Criteria:</b></p> <p>Original Equipment Manufacturers (OEM) or representative authorized by OEM to submit the bids on their behalf are eligible to participate in the tender.</p> <p>In case authorized representatives are participating are participating on behalf of OEM, they shall submit authorization letter issued by OEM after tender release date authorizing them to participate in the tender.</p>	
4.	<p><b>Delivery Terms (For imported stores):</b></p> <p>Prices shall be quoted on FOB/FCA nearest International/Gateway airport basis inclusive of all taxes, levies, duties arising in the tenderer country.</p>	
5.	<p><b>Export License:</b></p> <p>The vendor shall inform whether Export License for the tendered equipment is required or not. If required, vendor to provide commitment that they will be able to obtain Export License.</p>	
6.	<p><b>Export Formalities, Taxes &amp; Duties:</b></p> <p>Any export approvals/Govt. clearances required, Taxes and duties as per laws of the exporting country shall be the responsibility of Vendor. Any Govt. formalities/Clearances required, Taxes and duties etc. payable as per Indian Laws shall be PURCHASERS responsibility.</p>	
7.	<p><b>Delivery Terms (For Indigenous stores):</b></p> <p>Prices shall be quoted on F.O.R. destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of GST as may be applicable.</p>	



8.	<p>Vendors who are offering the delivery term as High Sea Sales/DDP/FOR basis, please note that, Purchaser is eligible 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 Basic Customs Duty shall be applicable @ 5.5% plus GST as applicable. While offering the price, vendor shall take into consideration the same.</p> <p>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.</p> <p>(Purchaser will provide Customs Duty Exemption Certificate in case of Import Orders/ imported supplies/ High Sea Sales).</p>	
9.	<p><b>Goods and Service Tax (GST (for Indigenous Stores):</b></p> <p>GST shall be payable extra as applicable. Please mention percentage of applicable GST along with HSN Code in your response.</p>	
10.	<p><b>Security Deposit (SD):</b></p> <p>On acceptance of the tender, the Vendor shall submit security deposit for three percent (3% percent) value of the Purchase Order (PO) or as applicable as per Govt. notification at the time of release of 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.</p>	

(This will be returned by SCL immediately on execution of the PO satisfactorily as per order terms. If not, the amount will be forfeited).

Central PSUs/PSEs/PSEs/Autonomous Bodies/MSEs shall be exempted from the payment of Security Deposit, and instead, an Indemnity Bond shall be secured from them in lieu of the Security Deposit.

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, genuineness of the BG will be verified by SCL 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 email ID immediately after issuance of the same at the following email Ids followed by hard copy:

Sunitagaur@scl.gov.in

CC: abudhwar@scl.gov.in

aktyagi@scl.gov.in

In addition the banker may send a scanned copy of the BG as an attachment.

Note: In case Security Deposit is submitted in the form of Bank Guarantee (BG), the issuing bank shall communicate the genuineness of

	<p>BG through e-mail from issuing bank domain e-mail ID to hariprasad@scl.gov.in and copy to abudhwar@scl.gov.in followed by hard copy to Shri Anil Budhwar, Sr. Purchase and Stores Officer, Semi-Conductor Laboratory, Sector -72, Mohali-160071.</p> <p>In addition the banker may send a scanned copy of the BG as an attachment.</p>	
11.	<p><b>Terms of Payment in case of overseas supplier(s):</b></p> <p>Being a Department of the Government of India, the normal terms of payment are by Sight Draft. The payment shall be remitted as Under:</p> <p>90% of the PO value shall be paid through Sight Draft within 30 days of receipt of material at Purchaser site against presentation of shipping documents to SCL banker routed through contractor bank. The balance 10% amount shall be payable on final acceptance of the equipment at Purchasers site against a Performance Bank Guarantee and same shall be paid through TT/wire transfer.</p>	
12.	<p><b>Bank Charges:</b></p> <p>All bank charges outside India related to the payment shall be borne by the Contractor and all bank charges in India shall be borne by the purchaser.</p>	
13.	<p><b>Terms of payment in case of indigenous supplier(S):</b></p> <p>The payment shall be remitted as under:</p> <p>90% of the PO value shall be paid within 30 days of the receipt of the materials at purchaser site and the balance 10% amount shall be payable on final acceptance of the equipment at Purchasers site against a Performance Bank Guarantee.</p>	

14.	<p><b>Delivery Period:</b></p> <p>The vendor shall specify their best delivery period inclusive of all Govt. formalities of the exporting country.</p>	
15.	<p><b>Liquidated Damages (LD):</b></p> <p>If the Contractor fails to deliver the stores within the time specified in the contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price. Delivery of stores means supply, installation, commissioning &amp; acceptance as applicable.</p>	
16.	<p><b>Extension of Time:</b></p> <p>If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.</p>	
17.	<p><b>Warranty:</b></p> <p>The Contractor shall provide for the tendered equipment comprehensive warranty for parts as well as labour including parts of the equipment, faulty parts replacement/repair &amp; assistance during fittings of parts at SCL 12 months from the date of successful installation, commissioning, testing and acceptance of the equipment at Purchaser site at no extra charges against any manufacturing defect/faulty workmanship. In case any defect/faulty workmanship arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works.</p> <p>All expenses on the visit(s) of the contractor</p>	

	<p>engineer such as To and Fro travel costs, local transportation, boarding and lodging etc. during warranty shall be borne by the contractor.</p> <p>List of consumable, if any, not covered under warranty shall be mentioned separately.</p>	
18.	<p><b>Warranty Replacements:</b></p> <p>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 14 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 as applicable from time to time.</p> <p>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 after receipt of replacement parts.</p>	
19.	<p><b>Replacement:</b></p> <p>If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the contractor within a reasonable time to avoid</p>	

	unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.	
20.	<p><b>Performance Bank Guarantee (PBG):</b></p> <p>The Contractor shall furnish a Bank Guarantee (as per format given by purchaser) from any nationalized/scheduled bank for an amount equivalent to 3% of the value of the Purchase Order (PO) or as applicable as per Govt. notification at the time of Purchase Order 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> <p>PBG can be submitted through Demand Draft/Bankers Cheque/fixed deposit receipt also.</p>	
21.	<p><b>POST WARRANTY SERVICE/SUPPORT:</b></p> <p>Vendor to provide spare &amp; maintenance support for minimum 08 years after expiry of warranty period.</p>	
22.	<p><b>Recommended Spares and Consumables:</b></p> <p>The Vendor shall provide separately itemized quote for recommended spares and consumables for one year of operation.</p> <p>The quote for the same shall be indicated only in the Price Bid envelope marked '<b>Part-3 - Commercial</b>'.</p> <p>(This would be for reference only and same shall not be considered during commercial /price bid evaluation of the tendered item) and for determination of L-1 vendor).</p>	
23.	<p><b>Validity:</b></p> <p>The offer should be valid for a minimum</p>	

	period of 120 from the date of opening of Tehno-Commercial bid and 90 days after opening of Price Bid.	
24.	<p><b>Mode of Despatch:</b></p> <p>In case of foreign orders, Stores should be dispatched through SCLs designated Freight Forwarder nominated by the purchaser whose contact details shall be indicated in the purchase order.</p> <p><b>In case of indigenous orders:</b> Vendor responsibility.</p>	
25.	<p><b>Insurance of Stores:</b></p> <p>Insurance wherever necessary, will be arranged by the Purchaser. The necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.</p> <p><b>In case of indigenous order,</b> insurance shall be the responsibility of the vendor.</p>	
26.	<p><b>Packing &amp; Forwarding:</b></p> <p>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.</p>	
27.	<p><b>New Machine Certificate:</b></p> <p>The vendor shall submit a certificate alongwith the equipment as well as with the documents for claiming payment indicating the date of manufacture and certifying that the equipment supplied is brand new equipment and not used/refurbished/remanufactured/ reconditioned equipment.</p>	
28.	<p><b>REJECTION :</b></p> <p>In the event that any of the stores supplied by the Vendor 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.</p>	

	<p>The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Vendor fails to do so, the purchaser may at his option either :</p> <ol style="list-style-type: none"> <li>a. replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or</li> <li>b. terminate the Contract for default or</li> <li>c. acquire the defective stores at a reduced price considered equitable under the circumstances.</li> </ol> <p>The provision of this article shall not prejudice the Purchasers rights under LD clause.</p>	
29.	<p><b>Arbitration:</b>  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</p>	



	unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.	
30.	<b>Applicable Law:</b> The Contract shall be interpreted, construed and governed by the laws of India.	
31.	Indicate the Name and address of the vendor for placing purchase order along with their e-mail ID, contact person name and designation , Telephone no. and fax no.	
32.	a. Name and address of Indian agent, if any.  b. Percentage of Indian agent Remuneration/Service Charge, if any:  Indian agent remuneration/service charge shall be payable by the Purchaser directly to the Indian agent in Indian Rupees based on T.T buying rate of exchange prevailing on the date of placement of purchase order within 30 days of acceptance of material at purchaser site.	
33.	Whether the Vendor / Supplier is from any country sharing land boundary with India or whether the vendor / supplier is representing any principal vendor /principal supplier sharing land boundary with India. If the vendor / supplier is from any country which shares land border with India or if the vendor /supplier is and Indian Agent representing principal vendor/principal supplier of a country which shares land border with India they need to submit a photo copy documentary proof of Registration with Registration Committee constituted by Department of promotion of Internal Industry and Trade DPIIT Offers received from vendors who fall in this category but does not submit copy of documentary proof of registration shall be rejected.	

34.	<p>The participating Indian Vendors/Suppliers/Service Providers shall indicate specifically whether they fall in the category of Class I local supplier or Class II local supplier or Nonlocal supplier for evaluation as per Ministry of Commerce &amp; Industry office order no. P45021/2/2017PP(BEII) dt. 16<sup>th</sup> September, 2020. The vendor/supplier/Service Provider shall submit declaration as documentary proof in this regard.</p> <p>The provision of above referred OM shall apply for this procurement.</p>	
35.	<b>Any Other Term:</b>	
	<p>Signature of the vendor _____</p> <p>Name _____</p> <p>Company Seal _____</p> <p>Date _____</p>	

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**PART-D**

**QUOTE FORMAT**

This format is to be submitted **AS PART OF 'COMMERCIAL OFFER' ('Part-3 marked Commercial')**.

Sr.	Description	Unit	Qty	Currency	Unit rate	Amount
1.	Probe Card Maintenance & repair system	Nos.	01			