

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

Tender for Supply, Installation and commissioning of RTP (Rapid Thermal Processing) system.

Bids to be submitted online

Tender No.: SCL/PurUnit-2/SC202100015901 dated 20-12-2021

A. Tender Details

Tender No :	SCL/PurUnit-2/SC202100015901
Tender Date :	20-12-2021
Tender Classification:	GOODS
Purchase Entity :	PurUnit-2
Centre :	SEMI-CONDUCTOR LABORATORY (SCL)

Procurement of Supply, Installation and commissioning of RTP (Rapid Thermal Processing) system.

1.E-Procurement Tender No. SCL/PurUnit-2/VMFG/2021000159; SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eproc.vssc.gov.in> for Supply, Installation and Commissioning of Rapid Thermal Processing System. Bid can be submitted from 20.12.2021 - 1230 hrs. to 18.01.2022 upto 1430 hrs. The vendors need to get enrolled in the e-tender portal to access tender and submit their offer online. Vendors need to have Digital Signature Certificate as detailed on our e-portal and corporate e-mail ID to register on the above portal. Only online tenders will be accepted. No Manual/Postal/ courier/ e-mail/fax tender will be entertained. Please note Tender fee shall not be applicable for tenders submitted on-line through this portal. Vendors interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal <https://eproc.vssc.gov.in> by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. Vendors may please note that without registering in our E-procurement portal they will not be able to quote for this tender.

2.In case bidder encounters any technical snag pertaining to e-procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk, for resolution of the problem, at least 2 working days before the due date and time of bid submission. The contact detail of the help desk is available on the home page of the e-procurement website.

Purchaser will make all efforts to resolve technical queries reported by the bidders but will not be bound to do so if the problems are reported beyond the time mentioned above. Purchaser will not be responsible for non-submission of bids for such cases.

The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may

vary from case to case. Hence bidders are advised to submit the bid well in advance before closing date and time to avoid last minute issues.

A.1 Tender Schedule

Bid Submission Start Date : **20-12-2021 12:30**

Bid Clarification Due Date : **28-12-2021 14:30**

Bid Submission Due Date : **18-01-2022 14:30**

Bid Opening Date : **18-01-2022 15:00**

Price Bid Opening Date : **24-01-2022 14:30**

B. Tender Attachments

NA

Instructions To Vendors

1. INSTRUCTIONS TO TENDERERS AND TERMS CONDITIONS OF TENDER

1. 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 in your offer if available. If dimensional details are available the same should also be indicated in your 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. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

2. ACCEPTANCE OF STORES:

- a. The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.
- b. It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- c. If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they shall be rejected 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. 6 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

3. Bid shall be submitted on-line only complying specified schedule.

4. 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.

5. DEFINITIONS:

- a. The term PURCHASER shall mean Semi-Conductor Laboratory, Sector-72, Mohali, Punjab-160071, under the administrative control of DOS, Government of India.
- b. The term CONTRACTOR shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- c. The term STORES shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order 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.

6. 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 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.

7. 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.

8. 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.

9.

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 8 thereof.

10. GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.

11. In case of any difference between General Terms & Conditions enclosed and Terms & Conditions specific to this tender i.e. technical specifications & Vendor Specified Terms, Terms and Conditions specific to this tender will prevail.

12. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this

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

13. Late tenders and delayed tenders will not be considered.

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. 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.

16. PAYMENT:

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

17. 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.

18. 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.

19. 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.

20. 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.

21. TERMS CONDITIONS OF TENDER

22. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the dispatch documents.

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

24. 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.

25. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.

2. Instruction to Tenderer (Capital)

1. ADDRESS OF INDIAN AGENTS:

2. 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.

3. APPLICABLE LAW:

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

4. A Proforma Invoice may also be given which should contain the following information:

- a) 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.
- b) 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.
- c) The earliest delivery period and country of origin of the Stores.
- d) Bankers name, address, telephone/fax Nos. and e-Mail ID of the Contractor.
- e) The approximate net and gross weight and dimensions of packages /cases.
- f) Recommended spares for satisfactory operation for a minimum period of one year.
- g) Details of any technical service, if required for erection, assembly, commissioning and demonstration.

5. 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.

6. Bid shall be submitted online only complying specified schedule and complete in all respects with technical specifications, including pamphlets and catalogues.

7. CONSIGNEE:

Purchase and Stores Officer, Stores,
Semi Conductor Laboratory
Sector -72, S.A.S.Nagar, Punjab, India

8. CONTRACTORS DEFAULT LIABILITY:

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

- 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.

9. 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.

10. DEFINITIONS:

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

b. The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the 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.

11. 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.

12. 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.

13. 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.

14. If this Contract is terminated as provided in Clause 13 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.

2 In the event the Purchaser does not terminate the Contract as provided in Clause 13, 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.

15. IMPORT LICENCE:

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

16. In case of any difference between General Terms & Conditions enclosed and Terms & Conditions specific to this tender i.e. technical specifications & Vendor Specified Terms, terms and conditions specific to this tender will prevail.

17. 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.

18. INSPECTION AND ACCEPTANCE TEST:

1The 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.

2For 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 purchasers representative to carry out the tests efficiently.

3When the stores have passed the specified test, the purchaser representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the tests certificates to the purchaser as may be required.

19. 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.

20. 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

21. INSURANCE OF THE STORES:

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

22. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 13 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 LD clause until such reasonable time as may be required for the final supply of stores.

23. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.

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. 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 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.

26. Port of Entry:

27. 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.

28. Samples, if called for, should be sent free of all charges.

29. 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.

30. 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
Semi Conductor Laboratory
Destination: .

31. TERMS AND CONDITIONS

32. TERMS OF PAYMENT:

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.

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 as applicable.

33. The authority of person signing the tender, if called for, shall be produced.

34. The FOB/FCA and C and F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderers country.

35. 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.

36. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.

37. 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.

38. 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

C. Bid Templates

C.1 Technical Bid - Supply, Installation and commissioning of RTP (Rapid Thermal Processing) system.

1. Supply Installation and commissioning of RTP (Rapid Thermal Processing System) System(210517681)

Item specifications for Supply Installation and commissioning of RTP (Rapid Thermal Processing System) System

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Supply Installation and commissioning of RTP (Rapid Thermal Processing System) System		-		

[Document : Specifications RTP](#)

[Document : NAC RTP](#)

[Document : Indent_RTP](#)

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
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1	SCOPE OF WORK	<p>Vendor's scope of work shall cover supply, installation & commissioning and performance demonstration of RTP (Rapid Thermal Processing) equipment. This equipment shall be used for RTA (Rapid Thermal Annealing), Contact annealing, Crystallization and related applications. The scope of the work shall include the following: Design, detailed engineering, supply, installation & commissioning of RTP equipment as per the specifications given at clause no. 3. Vendor shall also supply and install compatible auxiliary items to make the system complete. All Utility connections for Electrical (UPS), Gases (Nitrogen, forming gas, etc), and CDA shall be provided up to the equipment by the purchaser (SCL), as per the requirements to be given by the Vendor. It is not the intent of this document to completely specify all details of design and fabrication/construction. Nevertheless, the systems shall adapt in all respects to high standards of engineering, design and workmanship and shall be capable of performing the operations in a safe and efficient manner as per industry standards/SEMI regulations.</p>	Yes / No / Explain		
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2	ELIGIBILITY CRITERIA	<p>Vendors fulfilling the following requirements are eligible to participate in the tender.</p> <p>1) Vendors should be OEM (Original Equipment Manufacturer) having experience of minimum seven years in the manufacturing, installation and maintenance support of RTP (Rapid Thermal Processing) Equipment.</p> <p>2) Should have supplied, installed and successfully commissioned at least one (1) similar equipment (RTP) to Semi-Conductor establishment (s)/ reputed R & D organizations(s)/ reputed academic institute(s) during the last two (2) years.</p> <p>OEMs may submit the tender directly or through their duly authorised representative. OEM shall submit letter duly authorising their representative to participate in the bid and the same shall be submitted with the technical bid. The authorisation letter shall be after tender release date.</p> <p>Purchase Order shall however be placed on the OEM only.</p>	Yes / No / Explain		
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3	SCOPE OF SUPPLY	<ul style="list-style-type: none"> •Vendor shall supply standalone RTP equipment including all essential accessories as per the Technical Specifications (Refer clause 3.). •Vendor shall supply all the auxiliary items like interconnect matching cables for electrical connections; interconnect fittings, vacuum line etc. for support equipment installations; foundation Pads/bolts, clamps, calibration kit etc. as may be required to complete the installation and commissioning of the RTP equipment. The length of vacuum line and electrical cables shall be at least 10 meters. •Any items not specifically mentioned in the specifications but required for safe and efficient operations of the system should deemed to be included in the scope of supply of the vendor unless explicitly indicated in the bid by the vendor. 	Yes / No / Explain		
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4	SCOPE OF INSTALLATION AND COMMISSIONING	<ul style="list-style-type: none"> •It will be the responsibility of the vendor to ensure proper installation & commissioning of the RTP equipment at SCL. All interconnections for the equipment and its subsystems shall be done by vendor. •Vendor shall provide guidelines for preparation of installation site. •Vendor shall also supply the installation drawings giving detailed information regarding the port size & type for the utility connections. •SCL will provide necessary logistics to uncrate the equipment and move the same to the respective area (s) in presence of vendor. However, vendor shall install the equipment on floor/foundations. •SCL will provide utilities hook-up up to the equipment. •Vendor shall Commission the equipment with the required Utilities (to be supplied by SCL) and demonstrate the functionality of the equipment supplied, at SCL site. •Vendor shall bring all necessary equipment's/instruments etc. that may be required for successful commissioning/ installation/ verification of the equipment. 	Yes / No / Explain		
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5	TRAINING	<p>During commissioning of the equipment, vendor shall provide on-site hands-on training to the concerned SCL personnel (at least 4 nos.), including classroom training on Operations/Process, application software, related applications, different RTP modes, trouble-shooting and Preventive Maintenance of the supplied equipment by a factory trained service and application engineers. The training should be extensive (at least for five days) enough so that quick diagnostics of problems and remedial actions are possible at SCL.</p>	Yes / No / Explain		
6	ACCEPTANCE PROCEDURE	<ul style="list-style-type: none"> •Vendor shall carry out their standard acceptance tests and provide Factory Acceptance Test (FAT) report along with the equipment. •Vendor shall also demonstrate, at site, the functionality and process parameter settings as per the equipment acceptance procedure specified at Annexure-A. •Vendor shall provide baseline recipes and process parameter settings for validating the process parameters. •SCL shall have the option for Pre-shipment inspection at vendor's premises. Final acceptance, however, will be done after installation and demonstration of the functionality of the equipment as per the acceptance procedure (Annexure-A). 	Yes / No / Explain		

7	TECHNICAL SPECIFICATIONS	Following are the detailed technical specifications of the required system. Vendor must provide complete information as required in various sections of Clause 3.1 and 3.2 for proper evaluation of the system. Also, vendor must provide clause by clause information/compliance in the compliance sheet along with relevant supporting documents/brochures.	Yes / No / Explain		
8	APPLICATIONS	Rapid Thermal Processing (RTP) equipment is required for controlled rapid heating and cooling of substrates (Silicon, Germanium, GaAs, GaN on Si, III/V semiconductors, SiC etc), with the feature of gas ambient control. It shall be able to handle and process 150mm SEMI standard substrate. RTP equipment must be equipped with suitable mechanisms for measuring and controlling the process temperature.	Yes / No / Explain		
9	SYSTEM REQUIREMENT : 1) Application	<ul style="list-style-type: none"> •RTA (Rapid Thermal Annealing). •Contact Annealing. •RTO (Rapid Thermal Oxidation). •Crystallization. 	Yes / No / Explain		
10	SYSTEM REQUIREMENT : 2) Make and Model	Vendor to specify make and model of the offered standard equipment.	Yes / No / Explain		
11	SYSTEM REQUIREMENT : 3) Chamber type	Cold wall process chamber	Yes / No / Explain		
12	SYSTEM REQUIREMENT : 4) Substrate type and size	Substrate Type: Si, Germanium, GaAs, GaN on Si, III/V semiconductors, SiC etc Substrate Size – from 2 inch to 6 inch (SEMI standard 150mm).	Yes / No / Explain		

13	SYSTEM REQUIREMENT : 5) Substrate batch size	Single wafer at a time	Yes / No / Explain		
14	SYSTEM REQUIREMENT : 6) Susceptor	Vendor shall supply 5 susceptors each of the following types: 1.Silicon Carbide coated graphite susceptor and cover/lid 2.Graphite susceptor and cover/lid. Both the susceptors shall be capable of holding substrate sizes from 2inch to 6inch (150mm) with 1mm thickness.	Yes / No / Explain		
15	SYSTEM REQUIREMENT : 7) Susceptor handling tweezers	Vendor to provide 10 set of tweezers made of suitable material (PEEK or better) for handling silicon carbide coated graphite susceptor, so as to avoid any damage.	Yes / No / Explain		
16	SYSTEM REQUIREMENT : 8) Heating Mechanism	Lamp based heating	Yes / No / Explain		
17	SYSTEM REQUIREMENT : 9) Process Temperature	300 to 1300degC or higher	Yes / No / Explain		
18	SYSTEM REQUIREMENT : 10) Temperature Ramp up rate	100degC per second or better on Silicon wafer, with option of user definable lower ramp rate. Vendor to specify temperature ramp up rate of the offered equipment.	Yes / No / Explain		
19	SYSTEM REQUIREMENT : 11) Temperature Ramp down rate	30 – 50degC/sec or better Vendor to specify Temperature Ramp down rate.	Yes / No / Explain		
20	SYSTEM REQUIREMENT : 12) Temperature Repeatability	plus/minus 3 degC or better	Yes / No / Explain		

21	SYSTEM REQUIREMENT : 13) Temperature Non Uniformity	plus/minus 1.5 percent at 300 - 1200 deg. C or better The equipment to be supplied shall have provision for reading/interfacing thermocouple (TC) wafer (for calibration).	Yes / No / Explain		
22	SYSTEM REQUIREMENT : 14) Temperature measurement technique	Vendor to provide suitable temperature measurement technique (based on thermocouple and pyrometer) for automatic measurement/control of temperature for the full temperature range.	Yes / No / Explain		
23	SYSTEM REQUIREMENT : 15) Temperature Control	Vendor to specify suitable temperature control mechanism for achieving the process target temperature(s).	Yes / No / Explain		
24	SYSTEM REQUIREMENT : 16) Heating zones	Minimum 3 heating zones. Vendor to specify number of heating zones provided in the offered equipment.	Yes / No / Explain		
25	SYSTEM REQUIREMENT : 17) Process chamber pressure range	Atmospheric to 1E-6 Torr or better.	Yes / No / Explain		
26	SYSTEM REQUIREMENT : 18) Pressure control	Vendor to specify mechanism provided in the offered equipment for setting and controlling the pressure to desired value for automatic process pressure control within chamber.	Yes / No / Explain		
27	SYSTEM REQUIREMENT : 19) Gas Panel configuration	Gas Panels should be configured to handle 5 gas lines, listed below: 1. Nitrogen. 2. Forming gas. 3. Oxygen. 4. Argon. 5. Spare. Gas lines to be fitted with suitable MFCs and pneumatically operated diaphragm valves.	Yes / No / Explain		

28	SYSTEM REQUIREMENT : 20) Operator interface/ System Console/ Software	The system should be provided with preferable Windows OS, multiple core processors with latest configuration, LAN port, USB ports etc. Full PC control, user-friendly control software having provision for recipe creation/modification with multiple steps per recipe (min 50 steps), with data logging during process, process history logging capability, parameter display, pyrometer calibration and manual control capabilities.	Yes / No / Explain		
29	SYSTEM REQUIREMENT : 21) Pump type	Suitable dry vacuum pumps of make (Edwards/ Leybold/ Varian/ Pfeiffer/ Brooks) as a foreline pump along with turbo molecular pump (Edwards/ Leybold/ Varian/ Pfeiffer/ Brooks) to be provided for achieving pressure in range of 1E-6Torr. Vendor to provide all the necessary interlocks, isolation valves, pneumatic valves, stop valve, check valve, pressure control, suitable pressure gauges, etc for proper functioning of the system.	Yes / No / Explain		
30	SYSTEM REQUIREMENT : 22) Signal Tower	Required.	Yes / No / Explain		

31	SYSTEM REQUIREMENT : 23) Safety	The system is to be provided with all necessary safety interlocks, EMOs, etc. in order to perform all type of processes under safe condition for the operator and the hardware. System to be provided with safety interlocks and alarm features for dangerous gas mixing, over-heating and any unit failure in the system.	Yes / No / Explain		
32	WARRANTY	Vendor has to provide a comprehensive (part and labor) warranty for a period of 24 months after acceptance of the system at SCL. Vendor to guarantee 90% uptime for the equipment based on 24x7 operations. Vendor has to give two Preventive Maintenance visits and any tool breakdown visits as required in the warranty period of the equipment. Vendor shall provide all necessary consumables and spares required for preventive & breakdown maintenance during the warranty period.	Yes / No / Explain		
33	POST WARRANTY SUPPORT	Spares and maintenance support required for 10 years after the expiry of warranty period. The Vendor shall quote for Post-warranty 'labor-only' AMC charges per year for a period of 5 years.	Yes / No / Explain		

34	RECOMMENDED SPARES AND CONSUMABLES	Vendor to provide separately the list of recommended spares and consumables which will be required to maintain above stated equipment uptime. This list would be for reference only and shall NOT include any price information in Part-1 of the bid. Even the Quote for main tool shall not include any price for the enlisted spares and consumables.	Yes / No / Explain		
35	SAFETY	<ul style="list-style-type: none"> •Appropriate safety mechanism in terms of alarms and EMO should be provided for operator safety. Vendor to provide the details. •The system should be designed to be compliant with Industrial/SEMI safety standard. •Fitted with all necessary safety interlocks (Hardware and software) for safe operation. 	Yes / No / Explain		

36	TECHNICAL DOCUMENTATION	<p>Vendor to supply two sets of technical documentation (in English language) containing, but not limited to, the following:</p> <ol style="list-style-type: none"> 1. System user manuals (two sets of clean room and two sets for grey rooms). 2. System Hardware / Software manuals. 3. Maintenance /Diagnostic / Trouble shooting manuals including schematics, Circuit diagram (Electrical & Plumbing) along with Parts for all spares. 4. OEM system/subsystem/accessories manuals. 5. Vendor to recommend/ specify type of pump, accessories and type of oils/grease to be used along with pump operation & maintenance manual to minimize pump down time. 6. Vendor shall supply all additional information such as application development notes, paper published/process information etc. related to the system. 	Yes / No / Explain		
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37	Acceptance Procedure : Annexure-A	<p>During acceptance of the RTP equipment at SCL, following will be verified:</p> <p>(a) Vendor to provide FAT (Factory Acceptance Test) report and certificate.</p> <p>(b) For the offered RTP system, vendor to share and perform standard customer site Functional Acceptance Test procedure.</p> <p>(c) Mass Flow Controller check – Result should be within plus/minus 2 percent of Set Point, for each gas (Nitrogen, Forming Gas, Oxygen, Argon) at 0, 10, 20, 50, 90 and 100 % of Full scale MFC rating.</p> <p>(d) Base pressure test: Base pressure is the final pressure achieved in the chamber when using maximum pumping force and no gas flow. Vendor to demonstrate the base pressure of 1E-6Torr or better.</p> <p>(e) Automatic Pressure Control demonstration: Demonstrate recipe creation and processing minimum 3 pressure set points, distributed in the full scale Process chamber pressure range.</p> <p>(f) Temperature uniformity Test: Vendor to demonstrate temperature uniformity within specifications. The required jigs, thermocouple wafer, etc., shall be arranged for demonstration at site by the vendor.</p> <p>(g) Vendor to demonstrate and perform temperature measurement system calibration.</p> <p>(h) Temperature Ramp Rate test: Vendor to demonstrate the</p>	Yes / No / Explain		
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		<p>temperature ramp rate at following set values: a.20 degC per sec b.40 degC per sec c.60 degC per sec d.80 degC per sec e.100 degC per sec.</p> <p>(i)Demonstration of equipment functionality for following temperature settings: For Set Temperature (in DegC) of 300, 400, 500, 600, 700, 800, 900, 1000, 1100, 1200, 1300 with dwell time of 60 sec for each of said temperatures.</p>			
38	<p>Utility Requirements for tool : Annexure-B: Utility: 1) Environmental Conditions -Clean Room Class -Temp. -RH</p>	Vendor to specify	Yes / No / Explain		
39	<p>2) UHP Water. (Please specify Hot Water reqmt., if any)</p>	Vendor to specify	Yes / No / Explain		
40	<p>3) Bulk Gases -Process Nitrogen -General Nitrogen -Oxygen -Hydrogen -Argon -Helium</p>	Vendor to specify	Yes / No / Explain		
41	<p>4) Specialty Process Gases (Pi. specify reqmt for all the process gases)</p>	Vendor to specify	Yes / No / Explain		
42	<p>5) Process Cooling Water</p>	Vendor to specify	Yes / No / Explain		
43	<p>6) Compressed Dry Air</p>	Vendor to specify	Yes / No / Explain		

44	7) Process Vacuum	Vendor to specify	Yes / No / Explain		
45	8) Exhaust -Acid Exhaust -Solvent Exhaust -General Exhaust	Vendor to specify	Yes / No / Explain		
46	9) Drains for -Acid/ Alkalies -Organic Solvent -CMP etc	Vendor to specify	Yes / No / Explain		
47	10) City Water	Vendor to specify	Yes / No / Explain		
48	11) Special Flooring/ Foundation reqmts, if any (Anti Vibration pads etc.)	Vendor to specify	Yes / No / Explain		
49	12) Vacuum Wands/ N2 guns.	Vendor to specify	Yes / No / Explain		
50	13) Dimensions/Foot-Print & Weight. -Tool Foot-Print. -Tool weight -Support Tools.	Vendor to specify	Yes / No / Explain		
51	14) Electrical Supply (50 Hz) -Normal Supply. -UPS -Emergency back-up	Vendor to specify	Yes / No / Explain		

52	<p>Vendor to strike off whatever is not applicable and specify any other utility requirements. * Specify Impurity levels in ppm /ppb.</p> <p>NOTE: Power Mode Available at SCL: 230V +/- 10%, 1 PHASE, 50Hz +/- 5% OR 415V +/- 10%/3 PHASE, 50 Hz +/- 5%.</p>	Vendor to specify	Yes / No / Explain		
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Supporting Documents required from Vendor

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Item must be New as per specifications.	Yes / No / Explain	
2	<p>DEFINITIONS</p> <p>a. The term PURCHASER shall mean Semi Conductor Laboratory, Sector 72, Mohali, Punjab 160071, under the administrative control of DOS, Government of India.</p> <p>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 successors, representative, heirs, executors and administrators unless excluded by the Contract.</p> <p>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.</p> <p>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.</p>	Yes / No / Explain	
3	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 quoted in Price Bid template only.	Yes / No / Explain	

4	<p>The participating vendors/suppliers/service providers shall indicate specifically whether they fall in the category of Class I Local supplier or Class II Local supplier or Non Local supplier for evaluation as per Ministry of Commerce and Industry Office Order No. P 45021/2/2017 PP(B II) dtd September 16, 2020. The vendor/supplier/service provider shall submit documentary proof in this regard. The provisions of above referred OM shall apply for this procurement.</p>	Yes / No / Explain	
5	<p>Export License: Vendor shall inform whether Export License for tendered equipment is required or not. If required, vendor to provide commitment that they will be able to obtain Export License.</p>	Yes / No / Explain	
6	<p>ELIGIBILITY CRITERIA : Vendors fulfilling the following requirements are eligible to participate in the tender. 1) Vendors should be OEM (Original Equipment Manufacturer) having experience of minimum seven years in the manufacturing, installation and maintenance support of RTP (Rapid Thermal Processing) Equipment. 2) Should have supplied, installed and successfully commissioned at least one (1) similar equipment (RTP) to Semi-Conductor establishment (s)/ reputed R & D organizations(s)/ reputed academic institute(s) during the last two (2) years. OEMs may submit the tender directly or through their duly authorised representative. OEM shall submit letter duly authorising their representative to participate in the bid and the same shall be submitted with the technical bid. The authorisation letter shall be after tender release date. Purchase Order shall however be placed on the OEM only.</p>	Yes / No / Explain	

7	<p>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 documentry proof of Registration with Registration Committee constituted by Department of promotion of Internal Industry and Trade [DPIIT].</p> <p>Offers received from vendors who fall in this category but does not submit copy of documentary proof of registration shall be rejected. The provision of OM No. F No. 6/18/2019 PPD dated 23.07.2020 shall apply to this tender.</p>	Yes / No / Explain	
8	<p>Delivery Terms: For imported stores, prices shall be quoted on FCA nearest International/Gateway airport basis inclusive of all taxes, levies, duties arising in the tenderer country.</p> <p>For Indigenous stores, prices shall be quoted on F.O.R. destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of GST as may be applicable.</p>	Yes / No / Explain	
9	<p>GST: Purchaser is eligible to issue concessional GST exemption certificate to avail concessional GST of 5% for supply portion as per Ministry of Finance, Department of Revenue, Notification No. 47/2017 Integrated Tax (Rate) dated 14th November, 2017 and would accordingly issue Exemption Certificate in favour of the vendor quoting in Indian Rupees. The bidder should take note of the same while quoting the prices in Indian Rupees.</p>	Yes / No / Explain	

10	<p>For imported materials, Purchaser is entitled to issue Customs duty exemption certificate (CDEC) to the vendor to avail 5.5% of custom duty under customs notification no.51/96 dated 23.07.1996 and subsequent amendments to enable the vendor to avail off the benefit of concessional rate of customs duty under this notification. CVD under this notification is nil. In addition to the above CDEC, any documentary support requested by the vendor from the purchaser for customs clearance of goods against the above CDEC shall be provided by the purchaser. The concessional customs duty shall be applicable as per Govt. Of India Notification as applicable from time to time.</p> <p>(Purchaser will provide Customs Duty Exemption Certificate in case of Import Orders/ imported supplies/ High Sea Sales).</p>	Yes / No / Explain	
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<p>11</p>	<p>Security Deposit (SD): On acceptance of the tender, the Vendor shall submit security deposit for three percent (3 percent) value of the Purchase Order (PO) within 15 days from the date of PO towards successful execution of the PO. Security Deposit shall be submitted through Demand Draft / Bankers Cheque/ fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on non judicial stamp paper of appropriate value, and shall be valid for a period of sixty (60) days beyond the date for completion of the Purchase Order.</p> <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).</p> <p>In case Security Deposit is submitted in the form of Bank Guarantee (BG), after the issue of BG, the issuing bank shall communicate the genuineness of BG through e mail from banks domain to njain@scl.gov.in followed by a hard copy to Shri Naveen Jain, Accounts officer, Semi Conductor Laboratory, Sector 72, Mohali 160071 and copy to Shri Rajesh Kunjar, Sr. Purchase & Stores Officer, Semi Conductor Laboratory, Sector 72, Mohali 160071, Punjab.</p>	<p>Yes / No / Explain</p>	
<p>12</p>	<p>Delivery Period: The vendor shall specify their best delivery period inclusive of all Govt. formalities of the exporting country.</p> <p>The said delivery period shall include the installation and commissioning of equipment after receipt of the same at SCL.</p> <p>The vendor shall also provide break up of the delivery period for (i) Supply (ii) Installation & commissioning from the date of receipt of intimation on readiness of site.</p>	<p>Yes / No / Explain</p>	

13	<p>Liquidated Damages (LD): If the Vendor fails to deliver the stores within the time specified in the contract or any extension thereof, the purchaser shall recover from the Vendor 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 and acceptance as applicable.</p>	Yes / No / Explain	
14	<p>Terms of Payment in case of overseas supplier(s): 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 vendor bank and balance 10% amount shall be payable on successful installation, commissioning and acceptance of the entire project at Purchasers site against a Performance Bank Guarantee. The balance 10% shall be paid through wire transfer.</p> <p>All bank charges outside India related to the payment shall be borne by the Vendor and all bank charges in India shall be borne by the purchaser .</p>	Yes / No / Explain	
15	<p>Terms of payment in case of indigenous supplier(S): The payment shall be remitted as under: 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 successful installation, commissioning and acceptance of the equipment Purchasers site against a Performance Bank Guarantee.</p>	Yes / No / Explain	

16	<p>Warranty: The Vendor shall provide for the tendered equipment comprehensive warranty for parts as well as labour for a period of 24 months from the date of successful installation, commissioning and acceptance of the equipment at Purchaser site at no extra charges to Purchaser. In case any defect/faulty workmanship arises during warranty period, the Vendor should replace/rectify the same at its own cost at site/works of the Purchaser.</p> <p>Vendor has to provide two preventative visits and any tool breakdown visits as required during warranty period of the tool. Vendor to provide all consumables and spares required during preventive maintenance and breakdown maintenance during the period of warranty.</p> <p>Vendor to guarantee 90% uptime for the equipment based on 24 hours working, 7 days a week operations.</p> <p>All expenses on the visit(s) of the vendor engineer such as To and Fro travel costs, local transportation, boarding and lodging etc. during warranty shall be borne by the contractor.</p>	Yes / No / Explain	
17	<p>Performance Bank Guarantee (PBG): The Vendor 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 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 Vendor without any interest.</p>	Yes / No / Explain	

18	<p>Warranty Replacements: If in the opinion of the purchaser it becomes necessary to replace or repair defective equipment during the warranty period, such replacement or repair shall be made by the Vendor free of all costs to the Purchaser provided the notice informing the Vendor of the defect is given by the Purchaser in this regard, within period of 26 months from the date of acceptance thereof.</p> <p>All replacement parts during the warranty period shall be supplied by the Contractor, free of cost on DDP (Delivery Duty Paid) basis with freight and insurance upto Purchaser site at S.A.S. Nagar, Punjab and customs duty applicable in India to the Vendor account including compliance with the customs procedure in India as applicable from time to time. The indigenous replacement parts, if any, shall be supplied by the Vendor 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>	Yes / No / Explain	
19	<p>POST WARRANTY SERVICE/SUPPORT: The Vendor shall provide spare and maintenance support for 10 years after expiry of warranty period.</p> <p>Vendor to quote separately for post warranty labour only AMC charges per year for a period of 05 years.</p> <p>The quote for post warranty AMC shall be indicated under Additional column of Price Bid Form. (This would be for reference only and same shall not be considered during commercial evaluation of the tendered item.)</p>	Yes / No / Explain	

20	<p>a. Name and address of Indian agent, if any.</p> <p>b. Percentage of Indian agent commission, 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.</p>	Yes / No / Explain	
21	<p>SUPPLY OF SPARES AND CONSUMABLES: The Vendor to provide separately the itemized price list of recommended essential spares and consumables which will be required to maintain above stated tool uptime.</p> <p>The price for recommended essential spares shall be indicated under Additional Column of Price Bid Form.</p> <p>This would be for reference only and same shall not be considered during commercial /price bid evaluation of the tendered item.</p>	Yes / No / Explain	
22	<p>New Machine Certificate: 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>	Yes / No / Explain	
23	<p>Replacement: If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Vendor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the vendor 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.</p>	Yes / No / Explain	

24	<p>REJECTION : 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. 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> <p>a)replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or b) terminate the Contract for default 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 LD clause.</p>	Yes / No / Explain	
25	<p>Validity: The offer should be valid for a minimum period of 120 days from the date of opening of Tehno Commercial bid and 90 days after opening of Price Bid.</p>	Yes / No / Explain	

26	<p>Installation and Commissioning:</p> <p>Installation, commissioning, and demonstration of performance of the tendered stores as per Purchaser tendered specifications shall be carried out by the Vendor at Purchaser's site at S.A.S. Nagar, Punjab, India.</p> <p>The vendor shall provide in advance guidelines for preparation of installation site and list of items to be supplied by Purchaser during installation.</p> <p>On receipt of intimation from the Purchaser, the Vendor shall depute its engineer to the Purchaser site within time frame mentioned in the PO to carry out installation and commissioning and will demonstrate the functionality of the tendered equipment to Purchaser specifications as per mutually agreed acceptance procedure. The Vendor shall be responsible for any loss/damages sustained due to delay on the part of the Contactor to send its engineer for installation and commissioning.</p> <p>Failure to commission the tendered equipment successfully shall entitle Purchaser to get full refund of the payment made and the interest thereon. Decision regarding successful installation and commissioning shall rest solely with the Purchaser.</p>	Yes / No / Explain	
27	<p>Mode of Despatch:</p> <p>a. In case of foreign orders, stores should be dispatched by Air India or through any Agency nominated by the purchaser whose contact details shall be indicated in the purchase order.</p> <p>b. In case of indigenous order, the material shall be dispatched by the vendor by road transport.</p>	Yes / No / Explain	
28	<p>Insurance of Stores:</p> <p>The necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.</p> <p>In case of indigenous order, Insurance shall be the responsibility of the vendor.</p>	Yes / No / Explain	

29	<p>Technical Documentation: The vendor shall provide technical documentation covering operation, maintenance and schematic as specified in the technical specifications. All documentation shall be in English language only.</p>	Yes / No / Explain	
30	<p>Packing & Forwarding: The Vendor 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>	Yes / No / Explain	

31	<p>Arbitration: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the VENDOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	Yes / No / Explain	
32	<p>Applicable Law: The Contract shall be interpreted, construed and governed by the laws of India.</p>	Yes / No / Explain	
33	<p>Indicate the Name & address of the vendor for placing purchase order along with their e mail id , contact person name & designation , Telephone no. and fax no. of focal point for this tender from Vendor side for seeking any clarification required during evaluation process.</p>	Yes / No / Explain	

34	Any Other Term:	Yes / No / Explain	
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C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Supply Installation and commissioning of RTP (Rapid Thermal Processing System) System(210517681)	1.00 Nos.		-		

Common charges (Applicable for all items)

Post Warranty AMC Charges per Year	
Cost of Spares & Consumables if applicable	