

Tender Details

Tender No: SCL/PS/2021E0194301

Tender Date: 25/02/2021

Purchase Entity: Purchase& Stores

Tender Notice

E-Procurement Tender No. SCL/PS/2021E0194301 dated February 26, 2021, SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for Annual Maintenance Contract for 6 inch \square High Current Implanter Equipment (Model NV 10-80). Tender Documents can be downloaded from March 01, 2021 (1101 hrs.) to March 30, 2021 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://eprocure.isro.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. They can seek help from help desk numbers listed on ISRP e-procurement portal (Email: support.isro@nextenders.com) also the home page of e-procurement portal may be accessed for any technical help for registration and subsequent process. Vendors may please note that without registering in our E-procurement portal they will not be able to quote for this tender.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

IDT003067000000000000isro05401.pdf

Attachment - II:

Attachment - III:

Attachment - IV:

Attachment - V:

Instructions to Tenderers (PT)

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INSTRUCTIONS TO TENDERERS (PT)

1. Interested tenderers may, at their option, login to <http://eprocure.isro.gov.in> and submit offers as per details in the tender notification.
2. Request for the extension of the due date will not be considered.
3. SCL reserves the right to accept or reject any / or all the tenders in part or full without assigning any reasons thereof. The bidder is at liberty to seek information related to bidding conditions, bidding process and/or rejection of its bid.
4. Late tenders, delayed tenders, fax quotations and e-mail quotations are not considered.
5. SCL reserves the right to verify all claims made by the bidder.

6. SCL reserves the right to change any milestone date of the tendering activity / tender schedule.
7. Tender which is not submitted in terms of instructions mentioned herein is liable to be rejected.
8. 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 tenderer shall supply the same at the rates quoted.
9. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
10. It is to be noted that the drawings, specifications, end-use, etc., given by the purchaser, are confidential and shall not be disclosed to any third party.
11. Prices are required to be quoted according to the units indicated in the tender. 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.
12. The Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.
13. Bidders are expected to comply with commercial and other terms and conditions given in vendor specified terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.
14. 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.
15. 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.
16. Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
17. Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his bid. 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.
18. 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.

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

20. 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.

21. Subletting and Assignment: The contractor/supplier cannot sublet, transfer or assign the order/Contract or any part thereof or interests therein or benefit or advantage thereof in any manner whatsoever, to any other party save with the previous written consent of the purchaser. Such consent by the purchaser, however, shall not relieve or discharge the contractor/supplier from any obligation, duty or responsibility under the Purchase Order/ Contract.

22. The contractor/supplier shall indemnify the purchaser against Workmen Compensation Act.

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

24. 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 treated as unsolicited offers and rejected. Prices should be indicated only in the Price Bid template and Supporting Documents from the Bidder (Commercial).

25. The bids shall be opened on first day of tender opening schedule as indicated in the Tender in the presence of the bidders/their authorized representatives who may like to attend the tender opening against presentation of Authorization letter.

Due to any breakdown in Server/Link, bid opening will be continued on the following dates.

The schedule of opening of Price bids shall be intimated separately to the technically qualified bidders only.

26. If tender opening date happens to be a public holiday, tender will be opened on the next working day and interested bidders may depute their representatives to attend the Tender Opening, with proper authorization.

27. PROCEDURE FOR EVALUATION OF TENDERS:

Technical Evaluation Criteria:

Vendor meeting the eligibility criteria and basic technical specifications mentioned in SCL Tender shall be considered to be technically qualified.

Evaluation of Price Bids

The following elements shall be considered for evaluation of Price Bids:

- a. Price quoted by the bidder in the price bid template for meeting the functionalities given in the Tender and Technical Specifications sheet.
- b. 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 based on MCLR of SBI prevailing on the date of opening of bids.

DOS PM 20

DOS PM 20:

INSTRUCTIONS TO TENDERERS

1. Bid /Open Authorization shall be submitted on line only complying specified schedule.
2. Late tenders and delayed tenders will not be considered.
3. GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. (a) Your quotation should be valid for 90 days (single part tender) and 120 days (two part tender) from the date of opening of the tender.

(b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
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 in your offer. 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.

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 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.

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 Semi-Conductor Laboratory, Sector-72, Mohali, Punjab-160071, India 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, representative, 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 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. 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.

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

5. TEST CERTIFICATE:Wherever required, test certificates shall be uploaded in EGPS.

6. 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 purchasers right to recover liquidated damages under clause 10 thereof.

7. PAYMENT:Contractors bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

8. 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.

9. 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.

10. 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.

11. 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.

12. In e procurement system submission of bid is a two step process. After submission of their bids, bidders have to wait for bid sealing by Purchaser. Subsequently, bidders have to complete open authorization in the e procurement system to enable the Purchaser to open the bid. If open authorization is not completed by the bidder, then Purchaser will not be able to open the bid and the bid becomes invalid.

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.

Bid Templates

Document Solicited from Vendor

Attachment 1:

Attachment 2:

Scope of Work for AMC of 6inch HCI Model NV 10-80

Item Specifications

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Duration of Maintenance Contract : Two Year (From the date of Release of Purchase Order)			
2	Number Of Visits per year : 1 Regular Preventive Maintenance Visit			
3	SCOPE OF WORK:			
4	For the NV 10-80, the first visit should be targeted but not limited to resolve the following issues which do not come under breakdown category:1) Fluctuating Arc Voltage during Boron Ion implant causing varying beam currents to be rectified2) Manipulator axis			

	<p>calibration (Axis Tilt/Side/Gap) for optimum beam extraction is required3) End station exchange arms to be automated for wafer disk exchange. Exchange arms unable to place/release disk at Process chamber side4) Source Interlock is released only after several control on attempts. Schematic to be traced and possible faulty relays/solenoid valves to be corrected5) High Energy implants at 75KeV are not possible due to HV supply shutdown. Implant at energy only upto 70KeV is possible as of now. Issue to be resolved6) AMU fluctuations during implant causing process halts. AMU calibration to be done</p>			
5	<p>Apart from the above issues, a general health check of the equipment is to be done for modules listed below in each scheduled PM visit: a) High Voltage Extraction Power Supply b) Source (Filament/Arc Voltage/Source Magnet) power suppliesc) Vacuum systems & measurement gaugesd) Faraday Flag & Electron Shower Assembly</p>			

6	ACCEPTANCE CRITERION for service visit shall be as follows:			
7	After each visit, tool will be accepted based on acceptance criteria as follows: >1) Resolution of all issues as listed above >2) Vacuum system performance in Source, Beamline & Process chamber should be better than 9 E-07 Torr in Hi-Vac Idle Conditions >3) QC run on single crystal silicon wafer with BF2+ or B11+ ion implant shall be done to qualify the tool. N Type Test Wafer of 4-7 Ohm cm resistivity will be used for the QC run: a) BF2+, 4e15, 75KeV should result in sheet resistance b/w 36-44 Ohm per square, Non Uniformity < 2percent b) B11+, 2e14, 75KeV should result in sheet resistance b/w 280-330 Ohm per square, Non Uniformity < 2percent			
8	ELIGIBILITY CRITERION: a) Bidder shall be experienced in maintenance of various modules of High Current Ion Implanter including end station robotic handling, associated vacuum pumps & high voltage extraction			

	<p>calibration. Also, bidder shall be trained for safe handling of ion implanter gas box modules.b) Bidder shall submit list of customers (domestic/foreign) for whom maintenance/service support has been given in the past duly supported with POs etc with the bid</p>			
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Vendor Specified Terms

Description	Vendor Terms
<p>1.IMPORTANT:</p> <p>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 treated as unsolicited offers and rejected.</p> <p>Prices should be indicated only in the Price Bid template and Supporting Documents from the Bidder (Commercial).</p>	
<p>2.Eligibility Criteria:</p> <p>i)Bidder shall be experienced in maintenance of various modules of High Current Ion Implanter including end station robotic handling, associated vacuum pumps and high voltage extraction calibration. Also, bidder shall be trained for safe handling of Ion implanter gas box modules.</p> <p>ii)Bidder shall submit list of customers (Domestic/Foreign) for whom</p>	

<p>maintenance/service support has been given in the past supported with POs etc. with the bid.</p>	
<p>3.Period of AMC: AMC would be for a period of Two years (02 years) from the date of release of purchase order.</p>	
<p>4.No. of Visits per Year: The vendor shall provide one regular preventive maintenance visit per year.</p>	
<p>5.Price: (i) Please indicate break up of prices in Quote Format available under tab Technical Write up/Drawings. (II) Price offered shall be firm for the entire contract duration of two years and shall be on F.O.R SCL, S.A.S Nagar basis.</p>	
<p>6.GST: Please mention the applicable rate of GST.</p>	
<p>7.Payment Terms: The AMC charge shall be payable on yearly basis against an invoice issued by the Vendor for the like amount and a certificate by SCL user division certifying that the satisfactorily services have been provided during the said period. The payment shall be made after deduction of TDS as per Income Tax Act 1961 will latest amendments. The vendor shall raise invoice for the services rendered and payment release within 30 days of invoice.</p>	

<p>8.Security Deposit (SD):</p> <p>On acceptance of the tender, the Contractor shall submit security deposit for ten percent (10 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 AMC period mentioned in 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 of placement of P.O, confirmation of BG shall be provided by BG issuing bank to Semi-Conductor Laboratory through e-mail to njain@scl.gov.in copy to kraj@scl.gov.in . The hard copy of BG confirmation shall be sent to Head, Accounts & IFA, Semi-Conductor Laboratory and copy shall be sent to authority signing the P.O.</p>	
<p>9.Validity:</p> <p>The offer should be valid for a minimum period of 120 days from the date of opening of Technical bid and 90 days after opening of price bid.</p>	
<p>10.Contractors Default Liability:</p> <p>The Purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:</p> <p>a)If in the judgement of the Purchaser the Contractor fails to make delivery of Stores /Services within the time specified in the</p>	

<p>Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.</p> <p>b) If in the judgement of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.</p>	
<p>11. Labour Law:</p> <p>Vendor shall abide by all labour laws, rules and regulations, which are prevailing and as enforced from time to time and SCL shall not be responsible for any accident or mishap during the course of the contract to any of engineer labour employed by the vendor. Vendor shall also ensure that the statutory obligations with regards to the employment of labour under law are complied properly and timely.</p>	
<p>12. Arbitration:</p> <p>In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good 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.</p> <p>Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings without prejudice</p>	

<p>to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the PURCHESER 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>	
<p>13.Cancellation of Contract:</p> <p>In case of the contractor fails to execute the contract as per terms & conditions mentioned therein, purchaser reserves the right to cancel the contract by giving one month notice.</p>	
<p>14.Extension of Time:</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>	
<p>15.Down Time Compensation:</p> <p>In case regular preventive maintenance visit is not attended within the specified time, the down time compensation at the rate of 0.5% of contract value per day will be recovered from vendors payment.</p>	
<p>16.Applicable Law:</p> <p>The Contract shall be interpreted, construed and governed by the laws of India and shall be subject to exclusive jurisdiction of the Court of S.A.S. Nagar (Mohali), Punjab.</p>	
<p>17.The vendor is advised to provide complete Name & Address of the Company for placing order alongwith name & designation, Phone No.,</p>	

e-mail ID of the person to be contacted for getting clarifications.	
18. Any Other Terms:	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
Annual Maintenance Contract for 6 inch High Current Implanter Equipment(Model NV 10-80) - Two visits of one week(40 hours) each in 2 years	-	1	No.	-	-

Break-up of other taxes and other costs should be specified in respective narration columns.

Sum of these Break-up values should be specified in respective value columns.

Supporting Documents from Vendor (Commercial)

Document attachment with price bid

Attachment - I:

Attachment - II: