

Tender Details

Tender No: SCL/PS2/2019E0154901

Tender Date: 14/10/2019

Purchase Entity: Pur_Entity2

Tender Notice

E-Procurement Tender No. SCL/PS2/2019E0154901 dated October 14, 2019, SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for procurement of Integrated Uniform Light Source and Prober System. Tender Documents can be downloaded from October 17, 2019 to November 14, 2019. 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 +91 20 2531 5555/ Mobile No.91679 69601 (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.

The tenders containing price information in Technical Part will be treated as unsolicited offers and rejected. Prices should be indicated in the Price Bid format only.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

Attachment - II:

Attachment - III:

Attachment - IV:

IDT0024490000000000isro05404.pdf

Attachment - V:

IDT0024490000000000isro05405.pdf

DOS PM 20

DOS PM 20:

INSTRUCTIONS TO TENDERERS AND TERMS and CONDITIONS OF TENDER

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 and CONDITIONS OF TENDER

1. DEFINITIONS:

(a) The term PURCHASER shall mean the President of India or his successors or assigns.

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

(c) The term STORES shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants and machinery and subsequent testing, should such a condition is included in the Purchase Order.

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

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

3. SECURITY DEPOSIT:

On acceptance of the purchase order, the Contractor shall submit security deposit for ten percent (10 percent) value of the Purchase Order (PO) within 15 days from the date of receipt of PO towards successful execution of the PO. Security Deposit shall be submitted through Demand Draft / Bankers Cheque/ fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on non judicial stamp paper of appropriate value, and shall be valid for a period of sixty (60) days beyond the date for completion of the Purchase Order.

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

Note:

Vendor at its option, can provide one instrument as Security Deposit cum PBG which should be valid till Warranty period + 60 days.

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

4. GUARANTEE and REPLACEMENT:

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

b. For a period of 24 months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 26 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part/s thereof are faulty.

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

d. The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or

any defects has developed within the said period of 24 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.

e. All the replacement store/s shall also be guaranteed for a period of 24 months from the date of arrival of store/s at purchaser's site.

f. Even while the 24 months guarantee applies to all store/s, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 24 months referred to in Guarantee and Replacement shall be asked for guarantee period plus two months.

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

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

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

8. **ACCEPTANCE OF STORES:**

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

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

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

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

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

10. DELIVERY:

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

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

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

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

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

11. EXTENSION OF TIME: As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

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

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

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

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

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

17. **ARBITRATION:**In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

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

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

20. In eprocurement system submission of bid is a on line process. After submission of bids, bidders have to wait for bid sealing by Purchaser. Subsequently, bidders have to complete open authorization in the eprocurement 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 eprocurement system while acting on the tender, computer screen shot of the error message with date and time stamp on the web browser along with the query shall be emailed by the bidder to the help desk, for resolution of the problem, at least 5 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 eprocurement 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.

DOS PM 22

DOS PM 22:

INSTRUCTIONS TO TENDERERS AND TERMS and CONDITIONS OF TENDER

1. Bid /Open Authorization shall be submitted on line only complying specified schedule and complete in all respects with technical specifications, including pamphlets and catalogues.

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

a) The FOB/FCA value, the C and F value for import by Sea freight / Air freight up to and for air parcel post up to.....should be separately indicated.

b) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.

c) The Contractor shall invoice only for the net amount payable to deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractors invoice should separately reflect the amount of commission payable to his Indian Agent.

d) The earliest delivery period and country of origin of the Stores.

e) Bankers name, address, telephone/fax Nos. and e Mail ID of the Contractor.

f) The approximate net and gross weight and dimensions of packages /cases.

g) Recommended spares for satisfactory operation for a minimum period of one year.

h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.

3. The FOB/FCA and C and F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderers country.
4. 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.
5. Samples, if called for, should be sent free of all charges.
6. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.
7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
8. The details of Import Licence will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
10. 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.
11. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
12. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
13. 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.

14. 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.

15. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.

16. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

II. TERMS AND CONDITIONS

1. DEFINITIONS:

(a) The term Purchaser shall mean the President of India or his successors or assignees.

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

(c) The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.

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

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

3. TERMS OF PAYMENT:

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

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

a) Original Bill of Lading / Airway Bill

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

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

d) Country of Origin Certificate in duplicate.

e) Test Certificate.

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

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

4. IMPORTANT LICENCE:

Reference to Import License No. and date and Contract number and date shall be prominently indicated in all the documents vide para 3.2

5. DEMURRAGE: Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10 12 days) from the date of bill of lading for sea consignments and within 3 4 days from the date of Air Way Bill for air consignments.

6. ADDRESS OF INDIAN AGENTS:

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

8. INSPECTION AND ACCEPTANCE TEST:

8.1 The Purchasers representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractors premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchasers representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractors premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

8.2 For tests on the premises of the Contractor or of any of his 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.

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

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

10. PORT OF ENTRY: New Delhi/ Mumbai

11. CONSIGNEE: Purchase and Stores Officer, Stores,

12. SHIPPING MARKS.

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

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

..... (name of the Centre/Unit)

Destination: and

Port of Entry:

13. INSURANCE OF THE STORES: The necessity or otherwise of insurance will be as indicated in the Purchase Order.

14. CONTRACTORS DEFAULT LIABILITY:

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

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

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

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

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

a) Any completed stores.

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

15.2 In the event the Purchaser does not terminate the Contract as provided in Clause 14, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause 19 until the stores are accepted.

16. REPLACEMENT: If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

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

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

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

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

18. EXTENSION OF TIME: If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine

restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

19. DELAY IN COMPLETION / LIQUIDATED DAMAGES: If the Contractor fails to deliver of the store/s or Installation, Commissioning and Training within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one half of one percent (0.5 percent) of the total purchase order value for every calendar week of delay either in Supply or Installation, Commissioning and Training. The total liquidated damages shall not exceed ten percent (10 percent) of the purchase order value. Delivery includes Supply, Installation, Commissioning and Training.

20. GUARANTEE and REPLACEMENT:

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

b. For a period of 24 months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 26 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part/s thereof are faulty.

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

d. The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has developed within the said period of 24 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.

e. All the replacement store/s shall also be guaranteed for a period of 24 months from the date of arrival of store/s at purchasers site.

f. Even while the 24 months guarantee applies to all store/s, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 24 months referred to in Guarantee and Replacement shall be asked for guarantee period plus two months.

21. REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED: The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

22. PACKING:

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

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

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

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

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

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

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

b) Invoice (3 copies)

- c) Packing List (3 copies)
- d) Test Certificate (3 copies)
- e) Certificate of Origin.

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

23. ARBITRATION:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

24. LANGUAGE AND MEASURES:

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

25. INDEMNITY:

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

26. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

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

27. SECURITY INTEREST:

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

28. BANK CHARGES:

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

29. TRAINING:

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

30. APPLICABLE LAW:

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

31. In eprocurement system submission of bid is a on line process. After submission of bids, bidders have to wait for bid sealing by Purchaser. Subsequently, bidders have to complete open authorization in the eprocurement 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 eprocurement system while acting on the tender, computer screen shot of the error message with date and time stamp on the web browser along with the query shall be emailed by the bidder to the help desk, for resolution of the problem, at least 5 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 eprocurement 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

Table 1: Specifications of Uniform Light Source System

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Uniform Light Source			
2	Spectral range: 400nm to 1050nm or more			
3	Area of Uniform Illumination: Circular: ≥ 5 cm diameter OR Rectangular: Larger than 4.2cm x 2.5cm			
4	Uniformity of Illumination over the above-mentioned area $[1 - ((\text{Max} - \text{Min}) / 2) / \text{Mean}] \times 100: \geq 98\%$			
5	Short Term Light Instability: $\leq 1\%$ over 1 hour			
6	Long Term Light Instability: $\leq 3\%$ over 10 hours			
7	Irradiance Power Control: PC controlled over entire provided intensity range			
8	Lamp average life time ≥ 1000 hours			
9	Temperature of the external case of illumination unit			

	$\leq 70^{\circ}\text{C}$			
10	Operating temperature: Light source shall meet all specifications at $25^{\circ}\text{C} \pm 10^{\circ}\text{C}$ ambient temperature.			
11	Cooling system :Minimized vibration forced air cooling			
12	Working Distance between DUT and last optical element:The working distance should allow the use of probe card or probes on micro-positioners for illumination across the entire illumination area mentioned in specification serial no. Table 1 Sr. 3			
13	Band-pass and Heat Absorbing Filters:Band-pass filters shall be provided with uniform light source. The filters shall be mounted on filter wheels and enabled with software selection of user required filters.			
14	Heat absorbing filter: Block out wavelength $\leq 400\text{nm}$ and $\geq 1050\text{nm}$			
15	Wide band-pass filters:For Band B1 (wavelength $425 \pm 10\text{nm}$), FWHM should be $50 \pm 5\text{nm}$ and Max. Irradiance should be $\geq 150\text{uW/cm}^2$ For Band			

	<p>B2 (wavelength 550+/-10nm), FWHM should be 50+/-5nm and Max. Irradiance should be $\geq 50 \mu\text{W}/\text{cm}^2$</p> <p>For Band B3 (wavelength 650+/-10nm), FWHM should be 50+/-5nm and Max. Irradiance should be $\geq 40 \mu\text{W}/\text{cm}^2$</p> <p>For Band B4 (wavelength 825+/-10nm), FWHM should be 50+/-5nm and Max. Irradiance should be $\geq 30 \mu\text{W}/\text{cm}^2$</p>			
16	Minimum irradiance level at DUT with heat absorbing filter and any band-pass filter: $\leq 0.8 \mu\text{W}/\text{cm}^2$			
17	Out of band light transmission: $\leq 0.01\%$ between 300nm to 1100nm $\leq 0.1\%$ for $< 300\text{nm}$ and $> 1100\text{nm}$			
18	Peak transmission in band-pass region: $\geq 80\%$			

Table 1: Specifications of Uniform Light Source System

Item Specifications -II

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
19	Operating temperature: Filters to demonstrate above mentioned specifications at ambient			

	<p>temperatures of 25degC +/-10degC. Vendor shall incorporate adequate filter temperature control mechanism if required and the same shall be proposed in the technical part of the bid.</p>			
20	<p>Filter lifetime: >2000hrs at ambient temperatures of 25degC +/- 10degC under continuous operation (non-condensing and RH<50%).</p>			
21	<p>Variable attenuator: PC Controlled at least 3 decade range with at least 1000 steps. Vendor to provide attenuator position versus illumination intensity curves for attenuator(s).</p>			
22	<p>Filter arrangement: Filter wheel or other filter assembly mechanism for automatic selection of any band-pass filter for use along with the heat absorbing filter (manually removable). It should support software-controlled change of filters which need to be swapped between measurements. Each wheel-mounted filter shall be user-replaceable with new set of filters and have at least one empty slot. Vendor to provide</p>			

	filter holder for filters of standard dimension available in market.			
23	Light Measurement System			
24	Detector type: Silicon Detector			
25	Detector response range: $\leq 400\text{nm}$ to $\geq 1050\text{nm}$			
26	Detector area: 1mm^2 or more			
27	Operating temperature range: The entire temperature range supported by the system for device characterisation			
28	Detector noise equivalent power $0.02\text{ nW}/(\text{Hz}^{0.5})$ or less			
29	Readout unit accuracy: $\pm 2\%$ or better for $>200\text{nA}$			
30	Minimum detectable power: 80nW or less			
31	Calibration certificate: NIST / PTB traceable calibration certificate			
32	Spares			
33	Lamps: 05 numbers with identical specs (Along with 10 hours burn-in test results).			
34	Filter sets: Supply one complete set of spare			

	filters (heat absorbing, and band-pass filters) with the system.			
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Table 2: Specifications of Semi-Automatic Wafer Prober

Item Specifications -III

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
35	Wafer prober			
36	Wafer size capability:200 mm, 150 mm, 100 mm wafers and single die of size greater than 1 cm x 1 cm			
37	Wafer handling: Single wafer, manual feed type			
38	Automation: One step manual align teach and automatic die stepping			
39	Chuck XY stage			
40	Travel: 203mm x 203mm or more			
41	Resolution:+/- 1 micron or better			
42	Accuracy: </= 2.5 micron			
43	Speed: >/= 30 mm/s			
44	Chuck Z stage			
45	Travel: >/= 5mm			
46	Resolution: 1 um or better			

47	Accuracy: $\leq 2 \mu\text{m}$			
48	Theta stage			
49	Travel: ± 5 deg range of motion			
50	Resolution:0.01deg motorized stage movement			
51	Accuracy: 0.1deg			
52	Chuck			
53	Chuck flatness: ≤ 10 micron at 25degC			
54	Thermal operation range: Controllable within 20degC to 40degC for the ambient temperature range specified in Table 1 point 10			
55	Temperature uniformity: ≤ 1 degC at 25degC			
56	Temperature accuracy: 0.5degC or better			
57	Temperature resolution: ± 0.5 degC or better			
58	Chuck leakage: ≤ 20 fA per volt within -5V to +5V range			
59	Residual capacitance: ≤ 2.5 pF			

Table 2: Specifications of Semi-Automatic Wafer Prober

Item Specifications -IV

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
60	Platen			
61	Lift: ≥ 5 mm (lift may also be provided by the chuck instead of platen)			
62	Connectors: Triaxial to co-axial and vice-versa			
63	Micro-positioners (Probe card and micro-positioners not to be used together)			
64	Feature resolution: ≤ 2 μ m			
65	Travel in X, Y, Z axis: ≥ 8 mm			
66	Probe arms and cables: 06 nos. fully shielded triaxial up to probe tip			
67	Probe tips: 10-12 μ m, 18-25 μ m (06 nos each)			
68	Base: Vacuum / magnetic			
69	Application: IV / CV probing for interfacing with Agilent B1500 and probe card holder			
70	Quantity: Six numbers			
71	Microscope and video camera			
72	Type: High magnification colour CCD / CMOS digital			

	microscope system			
73	Field of view: 12mm x 9mm or more under lowest magnification			
74	Maximum magnification: 200x to resolve at least 5micron feature size			
75	Translation stage for digital microscope: +/- 5cm or more horizontal movement in each X and Y direction to focus either edge of the DUT. Translation stage must be vibration free to ensure safe probing			
76	Video display: Dual flat LED colour monitor for probe viewing and computer display			
77	Vibration isolation: The prober should have built-in vibration isolation or be equipped with an additional steel-top vibration isolation table			
78	Vertical and horizontal natural frequency: Typical performance better than 0dB at 6Hz, with -6 dB per octave roll-off to 48Hz and >-18 dB attenuation above 48Hz (with a semi-automatic 8j± probe station or equivalent load)			
79	Probe card compatibility			

	(Probe card and micro-positioners not to be used together)			
80	Dimension: 4.5 inch width and up to 8 inch long			
81	Clearance space between probe card holder and platen: ≥ 7.5 mm			
82	Computer			
83	Operating system: Windows 7 or higher			
84	Processor: Intel i5 or better			
85	RAM and HDD: ≥ 4 GB and ≥ 240 GB			

Table 3: Specifications for integration of Prober and Uniform Light Source

Item Specifications -V

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
86	Integration of uniform light source and wafer prober			
87	Positioning of light source: Light source shall face the wafer vertically down when placed on wafer prober.			
88	Light Source and Microscope: Suitable arrangement shall be made to select either light			

	source or video camera one at a time with easy inter-changeability between the two.			
89	Translation Stage for Light Source: The X and Y movements (parallel to the plane of the wafer) shall be independent of each other. The range of movement should be enough so that coupled with the area of uniform illumination (Table 1 Point 3), +/-7.5cm of the wafer area is covered independently in X and Y. X and Y translation stages shall be motorized. Manual Z movement of +/-2.5 cm is required. There should be vibration free movement of translation stage to ensure safe probing.			
90	Z range of translation stage over which uniformity criteria is met: +/-1cm at working distance			
91	Dark enclosure			
92	Type: Complete dark enclosure around chuck or tube-like arrangement housing uniform light source attenuating stray light. Appropriate cabling space and interfaces are to be provided for external			

	power and control signal cables.			
93	Light attenuation: >100:1 attenuation for non-directional ambient light.			
94	Computer and interfacing			
95	IEEE standard: 488.2			
96	Type: USB / Ethernet			

Table 4: Requirements of software and developmental tools

Item Specifications -VI

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
97	Software			
98	Optical system: Vendor to provide proprietary software for light source system and light measurement system. Vendor to provide LabVIEW functional palettes, driver/DLL files for individual optical components. The source code of LabVIEW functional palettes, driver/DLLs shall be provided.			
99	Wafer prober and translation stage: Vendor to provide proprietary software for semi-automatic wafer prober as			

	well as LabVIEW functional palettes and driver/DLL files for different functions of wafer prober and to control XYZ movement of light source mount translation stage. The source code of LabVIEW functional palettes, driver/DLLs shall be provided.			
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Table 5: General requirements

Item Specifications -VII

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
100	Certifications: The vendor(s) shall provide following test reports/data sheets/documents at the stages mentioned in below			
101	Measurement procedures and list of equipment to be brought to SCL for demonstration of parameters during installation and commissioning: To be provided with technical bid			
102	Out of band Transmission characteristics of all filters for extremes of specified operating temperature range: To be provided with factory test results during			

	integration			
103	Central peak wavelength transmission characteristics of all filters for different temperature: To be provided with factory test results during integration			
104	NIST/PTB traceable calibration certificate for Si detector and current measurement unit: To be provided with factory test results during integration			
105	Spectral range (400 to 1050 nm) and area of illumination: To be provided with factory test results during integration			
106	Uniformity of illumination for every 0.5 mm ² block in the defined illumination area for different wavelengths: To be provided with factory test results during integration			
107	Demonstration of spectral irradiance range for all band-pass filters: To be provided with factory test results during integration			
108	Stability of light over 1 hour and 10 hour period: To be provided with factory test results during integration			

109	FWHM deviation against the expected value for all filters: To be provided with factory test results during integration			
110	The X and Y automatic movement of translation stage for light source covering 15cmx15cm illumination area: To be provided with factory test results during integration			
111	Thermal chuck temperature operation range and temperature control calibration: To be provided with factory test results during integration			
112	Parallelism of wafer chuck to uniform light source: To be provided during installation and commissioning			
113	Variable attenuator steps versus irradiance values for different bands: To be provided during installation and commissioning			
114	Data sheets and manuals of third party components (like Si detector, filters, variable attenuators, pico-ammeter, filter wheels, motorized stage of light source mount, etc) used to build complete unit: To be provided during			

	installation and commissioning			
115	Acceptance criteria			
116	Calibration certificates, test reports, software, drivers, source code, operator's manual, service & maintenance manual and documents mentioned in section 4, table 5, serial no. 100 shall be provided at designated phases of procurement and during installation.			
117	Factory test results meeting the technical specifications as specified in serial no. section 4, table 5, serial no. 100 to be submitted before equipment shipment.			
118	On installation of this equipment, vendor shall demonstrate the parameters mentioned in Table 5, serial nos. 105, 106,107,108,109,110, 111, 112 and 113 of the technical specifications using the measurement tests/equipment brought to SCL. Vendor shall also submit complete test plan for demonstration of above parameters along with technical offer.			
119	Vendor shall demonstrate the successful			

	functionality of the integrated system for continuous 8 hours operation. Repeatability tests after every 24 hours for three times shall meet the technical specifications			
120	Deliverables: The deliverables shall include but not limited to			
121	Integrated Light Source and Prober System: 01 no.			
122	Software and drivers: 01 set			
123	Spare lamps: 05			
124	Spare filters (broad band-pass and heat absorbing): 01 set			
125	Manuals, certificates and test reports (soft copy and hard copy as applicable): 01 set			
126	Mechanical tool set: 01 set			
127	Warranty and AMC			
128	Vendor shall provide minimum twenty four months on-site warranty on Integrated Light Source and Prober System and its accessories from the date of successful commissioning and acceptance of the system.			
129	Vendor shall provide two			

	Preventive Maintenance visits during the warranty period of Integrated set-up.			
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Table 5: General requirements

Item Specifications -VIII

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
130	Vendor shall also give offer for comprehensive AMC (including one on-call service visit per year) for five years after the expiry of warranty period.			
131	Duration			
132	Vendor shall specify the total time required for execution of the Purchase Order, meeting the timeline for major milestones like integration & factory acceptance, installation & commissioning.			
133	Safety			
134	The integrated setup shall comply with safety standards like CE standards.			
135	Appropriate safety/statutory warning messages should be pasted on integrated set-			

	up and its sub-systems			
136	Eligibility Criteria			
137	Only those prospective vendors are eligible to bid who have supplied, installed and successfully commissioned Semi-Automatic Wafer Prober/Uniform Light source System/Integrated Uniform Light Source System & Semi-Automatic Probe System, in the last seven years. Documents evidencing the said installations shall be submitted by the vendor along with the technical bids to ascertain their eligibility to participate in the tender.			
138	The vendor (Prime Bidder) may form a consortium comprising of one or two or more vendors for bidding and execution of the Purchase Order. However, the responsibility for the entire system shall rest with the Prime Bidder.			
139	Post warranty support			
140	The vendor shall guarantee supply of spares and services support for at least ten years post installation of the			

	equipment			
141	Training			
142	During commissioning of integrated set-up, vendor(s) should provide on-site hands-on-training to the concerned SCL personnel on operations, software, trouble-shooting and preventive maintenance of the set-up.			
143	The training should be extensively conducted for four days covering above mentioned aspects.			
144	Calibration			
145	The validity of calibration certificates should be at least twelve months			
146	Vendor shall separately quote calibration charges at user site after warranty.			
147	Other conditions			
148	All essential spares and consumables for trouble free operation of the equipment for a period of at least five years shall be item wise quoted separately.			
149	Vendor shall provide one set of Technical documents (printed in English) on Test Manual(s)			

	and operational manual to SCL.			
150	Vendor to specify the facilities required according to the format given in Annexure III.			
151	Vendor shall give the values/data in Offered Specifications of compliance sheet instead of just confirming compliance or duplicating the SCL specifications.			
152	Vendor to make sure that price information of the deliverables is not included in the technical part of the bid. Doing so will result in rejection of the bid.			

Vendor Specified Terms

Description	Vendor Terms
<p>1.This being two part Tender-Technical and Commercial parts separate, the bidder should not attach any document(s) containing pricing information alongwith Technical Part. The tenders containing price information in Technical Part will be summarily rejected. Prices should be indicated in the Price Bid format only.</p> <p>If any pricing information, Vendor/s like to provide shall be uploaded as a separate pdf file under tab Supporting documents (Commercial).</p>	
2.The Vendor / Contractor shall confirm that they have submitted the	

offer for NEW System only.	
<p>3.DELIVERY TERMS (FOR FOREIGN VENDOR):</p> <p>Prices shall be quoted on FCA nearest International / Gateway airport basis inclusive of all taxes, levies, duties arising in the tenderer country.</p> <p>DELIVERY TERMS (FOR INDIGENOUS VENDOR):</p> <p>Prices shall be quoted on F.O.R destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of GST as may be applicable.</p>	
<p>4.MODE OF DESPATCH (IN CASE OF FOREIGN VENDOR):</p> <p>Store (s) shall be dispatched by air to IGI Airport; New Delhi under consolidation services through Purchaser designated freight forwarder. The contact details of the Freight Forwarder shall be indicated in the purchase order.</p>	
<p>5.MODE OF DESPATCH (IN CASE OF INDIGENOUS VENDOR):</p> <p>Shall be the responsibility of Vendor.</p>	
<p>6.EXPORT FORMALITIES, TAXES & DUTIES (IN CASE OF FOREIGN VENDOR):</p> <p>Any export approvals/Govt. clearances required, Taxes and duties as per laws of the exporting country shall be the responsibility of Vendor.</p>	
<p>7.TAXES(FOR INDIGENOUS SUPPLIER):</p> <p>Please indicate the rate of GST/ any other Govt levy as applicable.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 Nos. 45/ 2017 Central Tax (Rate) and 47/2017 Integrated Tax (Rate) both dated</p>	

<p>14th November, 2017 respectively and would accordingly issue Exemption Certificate in favour of the contractor quoting in Indian Rupees. The bidder should take note of the same while quoting the prices in Indian Rupees.</p>	
<p>8.For imported materials, Purchaser is entitled to issue Customs duty exemption certificate (CDEC) to the contractor to avail 5.5% of custom duty under customs notification no.51/96 dated 23.07.1996 and subsequent amendments to enable the contractor to avail off the benefit of concessional rate of customs duty under this notification. CVD under this notification is nil. In addition to the above CDEC, any documentary support requested by the contractor from the purchaser for customs clearance of goods against the above CDEC shall be provided by the purchaser. 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>	
<p>9.DELIVERY PERIOD FOR SUPPLY OF ITEM/S:</p> <p>The Vendor shall specify their best delivery period inclusive of all Govt. formalities of exporting country.</p>	
<p>10.TIME FRAME FOR INSTALLATION, COMMISSIONING AND TRAINING ON THE ITEM/S:</p> <p>The Vendor shall specify the time frame for Installation, Commissioning and Training from the date of receipt of intimation from Purchaser on readiness of site subject to all Govt. formalities (such as VISA, any Govt. permission etc.).</p>	
<p>11.DELAY IN COMPLETION/LIQUIDATED DAMAGES:</p> <p>If the Contractor fails to deliver of the store/s or Installation, Commissioning and Training within the time specified in the Contract</p>	

<p>or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one half of one percent (0.5 percent) of the total purchase order value for every calendar week of delay either in Supply or Installation, Commissioning and Training. The total liquidated damages shall not exceed ten percent (10 percent) of the purchase order value. Delivery includes Supply, Installation, Commissioning and Training.</p>	
<p>12. INSTALLATION, COMMISSIONING AND TRAINING:</p> <p>Installation as per Purchasers tendered specifications shall be carried out by the Contractor/factory trained service engineer at Purchasers site at S.A.S. Nagar, Punjab, India at no extra cost to the purchaser.</p> <p>The contractor shall provide in advance guidelines for preparation of the installation site and list of items to be required by the Purchaser during installation.</p> <p>On receipt of intimation from the Purchaser, the Contractor shall depute its Personnel to Purchaser site for carry out Installation, commissioning and Training as indicated in the TIME FRAME FOR INSTALLATION, COMMISSIONING AND TRAINING ON THE ITEM/S clause.</p>	
<p>13. TERMS OF PAYMENT (IN CASE OF FOREIGN VENDOR):</p> <p>Being a Department of the Government of India, the normal terms of payment are by Sight Draft after shipment. The payment shall be remitted as Under:</p> <p>90% of the PO value shall be paid within 30 days of receipt of material at Purchaser site against presentation of shipping documents to SCL banker routed through Vendor/contractor bank and the balance 10% amount shall be payable on successful installation, commissioning and acceptance of the entire project at Purchasers site against a Performance Bank Guarantee.</p>	

<p>SCL banker details are as under:</p> <p>State Bank of India</p> <p>Semi-Conductor Laboratory</p> <p>Sector 72, Mohali</p> <p>Punjab - 160071, INDIA.</p>	
<p>14.TERMS OF PAYMENT(IN CASE OF INDIGENOUS VENDOR):</p> <p>90% of the PO value shall be paid within 30 days of receipt of material at Purchaser site and the balance 10% amount shall be payable on successful installation, commissioning and acceptance of the entire project at Purchasers site against a Performance Bank Guarantee.</p>	
<p>15.BANK CHARGES:</p> <p>While the Purchaser shall bear the Bank Charges payable to his Banker in INDIA and the Vendor shall bear all the Bank Charges payable to their Bankers outside INDIA.</p>	
<p>16.WARRANTY PERIOD:</p> <p>The Contractor shall provide for the tendered Equipment warranty for parts as well as labour for a period of 24 months from the date of successful installation and acceptance of the store/s at Purchaser site at no extra charges against any manufacturing defect/faulty workmanship. In case any defect/faulty workmanship arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works.</p> <p>All expenses on the visit(s) of the contractor engineer such as To and Fro travel costs, local transportation, boarding and lodging etc. during warranty shall be borne by the contractor.</p>	

17.WARRANTY REPLACEMENTS:

If in the opinion of the purchaser it becomes necessary to replace or repair defective equipment during the warranty period, such replacement or repair shall be made by the Contractor free of all costs to the Purchaser provided the notice informing the Contractor of the defect is given by the Purchaser in this regard, within period of 26 months from the date of acceptance thereof.

All replacement parts during the warranty period shall be supplied by the Contractor, free of cost on DDP (Delivery Duty Paid) basis with freight and insurance upto Purchaser site at S.A.S. Nagar, Punjab and customs duty applicable in India to the Contractor account including compliance with the customs procedure in India.

The indigenous replacement parts, if any, shall be supplied by the Contractor free of cost on F.O.R. Purchaser site at SAS Nagar, Punjab basis.

All defective part/s including the imported part/s shall be returned by Purchaser to the Contractor, if requested, on Freight to pay basis after receipt of replacement part/s..

18.GUARANTEE AND REPLACEMENT:

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

b.For a period of 24 months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 26 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part/s thereof are faulty.

c.Should the Contractor fail to rectify the defects, the purchaser shall

<p>have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.</p> <p>d. The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has developed within the said period of 24 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.</p> <p>e. All the replacement store/s shall also be guaranteed for a period of 24 months from the date of arrival of store/s at purchasers site.</p> <p>f. Even while the 24 months guarantee applies to all store/s, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 24 months referred to in Guarantee and Replacement shall be asked for guarantee period plus two months.</p>	
<p>19. POST WARRANTY SERVICE/SUPPORT: (i) The Vendor shall provide itemwise quote for all essential spares and consumables for trouble free operation of the equipment for a period of at least 05 years.</p> <p>(ii) Vendor to quote for comprehensive AMC (including one On Call Service Visit per year) for 05 years after expiry of Warranty period.</p> <p>The quote for above (i and ii) shall be uploaded as a separate pdf file under tab supporting documents from vendor (Commercial).</p> <p>These charges would be for reference only and same shall not be considered during commercial evaluation of the tendered item/s.</p>	
<p>20. PERFORMANCE BANK GUARANTEE (PBG):</p> <p>To fulfil conditions of Two years of Warranty period, the Vendor shall furnish Demand Draft / Bankers Cheque / fixed deposit receipt or Bank Guarantee (as per format given by purchaser later on) for an amount equivalent to 10 percent of the value of the Contract and shall be valid for a period of 60 days beyond the expiry date of Warranty period. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any</p>	

<p>interest.</p> <p>Note:</p> <p>Vendor at its option, can provide one instrument as Security Deposit cum PBG which should be valid till Warranty period + 60 days.</p>	
<p>21. SECURITY DEPOSIT:</p> <p>On acceptance of the purchase order, the Contractor shall submit security deposit for ten percent (10 percent) value of the Purchase Order (PO) within 15 days from the date of receipt 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>Note:</p> <p>Vendor at its option, can provide one instrument as Security Deposit cum PBG which should be valid till Warranty period + 60 days.</p> <p>Central PSUs/PSEs/PSEs/Autonomous Bodies/MSEs shall be exempted from the payment of Security Deposit, and instead, an Indemnity Bond shall be secured from them in lieu of the Security Deposit.</p>	
<p>22. REPLACEMENT:</p> <p>If the store/s or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The</p>	

replacement of such stores shall be effected by the contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

23.INSURANCE OF THE STORES:

In case of Foreign Vendor, Insurance of stores(if any) for transit risks shall be arranged by Purchaser.

For Indigenous Vendor, Insurance of the stores (if any) for transit risks shall be the responsibility of Vendor.

24.VALIDITY:

The bid should be valid for a minimum period of 120 days from the due date of opening of the Technical Bid and 90 days after opening of Commercial bid.

25.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

<p>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 to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	
<p>26.APPLICABLE LAW:</p> <p>The tender shall be interpreted, construed and governed by laws of India. The contract shall be subject to exclusive Jurisdiction of the Court of SAS Nagar (Mohali), Punjab, India</p>	
<p>27.PACKING & FORWARDING:</p> <p>The Contractor shall pack and crate all stores for air/sea/road shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail, air or sea. The Contractors shall be responsible for all damages due to improper packing.</p>	
<p>28.EXTENSION OF TIME :</p> <p>If the completion of supply of store/s 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</p>	

without prejudice to other terms and conditions of the Contract.	
29.a. Name and address of Indian agent, if any. 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.	
30. ANY OTHER TERM:	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
Uniform Light Source Complete Solution Integrated Uniform Light Source and Prober System	-	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: