

Tender Details

Tender No: SCL/PS/2017E0064701

Tender Date: 03/05/2017

Purchase Entity: Purchase& Stores

Tender Notice

E-Procurement Tender No. SCL/PS/2017E0064701 dated May 03, 2017, SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for Supply, Installation & Commissioning of RTCVD for deposition of SiGe and SiGe(C) Epitaxial layer on 200 mm size Silicon Wafers. Tender Documents can be downloaded from May 03, 2017 - 1701 hrs. to May 31, upto 1030 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 +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.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

IDT0012030000000000isro05401.pdf

Attachment - II:

Attachment - III:

Attachment - IV:

Attachment - V:

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. 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 treated as unsolicited offers and rejected. Prices should be indicated in the Price Bid format only .
3. Request for the extension of the due date will not be considered.
4. 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.
5. In this tender either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorization letter obtained from their Principals/Manufacturers in their bid.
6. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the tender for the same item. If submitted, all offers submitted by the said agent shall be excluded from the procurement process.
7. The tenders of vendors who have not agreed to furnish Security Deposit as sought vide this tender shall be excluded from the procurement process.

8. The tenders of bidders where the validity of the tender is shorter than the period specified in the tender enquiry shall be excluded from the procurement process.
9. Bids submitted other than EGPS mode shall not be considered..
10. SCL reserves the right to verify all claims made by the bidder.
11. SCL reserves the right to change any milestone date of the tendering activity / tender schedule.
12. Tender which is not submitted in terms of instructions mentioned herein is liable to be rejected.
13. 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.
14. 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.
15. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
16. 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.
17. Prices are required to be quoted according to the units indicated in the Price bid. 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.
18. The quote should indicate quantity wise unit rate separately which have to be Price bid. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. The tenderer would provide, 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 during evaluation of tender.

24. 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.

25. 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.

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

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

28. 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.

29. The bids shall be opened on 1st day of opening schedule as indicated in the Tender Notice 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 datesThe schedule of opening of Price bids shall be intimated separately to the technically qualified bidders only.

30. 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 Priced Commercial offer:

a. Price quoted by the bidder in the price bid template for meeting the functionalities given in the Tender and Technical Specifications sheet. Bid shall be evaluated on overall cost basis. AMC charges and

recommended spares & consumables charges sought in this tender shall not be taken into account for evaluation of price bid.

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 Base Rate of SBI prevailing on the date of opening of price bids.

c. In the event of the bidder requiring SCL to bear bank charges outside India (foreign bank charges), the bidders bid shall be loaded at the rate 0.5percent of the value towards bank charges outside India.

31. The bid should contain the following information:-

a. Agency Commission: Bidders are required to provide the following information in respect of their authorised Indian Agent, if any, alongwith technical bid as the same is mandatory as is required for consideration of the bid. Name, Address, Telephone no. , fax no., email of the Indian Agent including the contact person. A letter from the Manufacturer/supplier in the current date certifying that the said Indian Agent is their authorised Indian Agent and also indicating the responsibilities/role of the Indian Agent under the proposed purchase. Remuneration/service charges payable to the Indian Agent under the proposed purchase. The amount of agency commission included in the price and payable to Indian Agent of the contractor shall be paid directly to the Indian Agents by the Purchasers in equivalent in Indian rupees on the basis of an invoice from him applying TT 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. The payment will be released to the Indian Agents within 30 days from the date of acceptance of the goods.

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

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

32. The FOB/FCA prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer country.

33. The details of Import License will be furnished in the Purchase Order.

34. Instruction/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.

35. Part shipment is not allowed unless specifically agreed to by us.

Bid Templates

Document Solicited from Vendor

Attachment 1:

Attachment 2:

GENERAL SPECIFICATION

Item Specifications

SI. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	<p>1.00.00 SCOPE OF WORK</p> <p>Vendor's scope of work shall cover supply, installation & commissioning of Stand-Alone Single-Wafer-Production epitaxial growth reactor for the deposition of epitaxial layers, namely, SiGe, SiGe (C), SiC, Si epi layers on 200 mm Semi-Standard blanket Silicon wafers or patterned wafers for the development of various analog & mixed signal devices using Bipolar and SiGe-HBT-BiCMOS process technologies. Vendor's</p>			

	<p>scope of work shall cover supply, installation & commissioning of Epitaxial Deposition (Chemical Vapor Deposition) reactors as per the specifications given at clause no. 3.00.00 in the RFP. All Utility connections for Electrical (UPS), Gases (Hydrides, Pure Nitrogen, Hydrogen, etc.), CDA, PCW, Exhaust (Acid & Solvent) and PVAC shall be provided up to the tool by the purchaser (SCL), per the requirements to be given by the Vendor. It is not the intent of this document to completely specify all details of design and fabrication/ construction. Nevertheless the systems shall conform in all respects to high standards of engineering, design and workmanship and shall be capable of performing the operations in a safe and efficient manner as per industry codes.</p>			
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2	<p>1.01.0ELIGIBILITY CRITERIA</p> <p>Only those parties are eligible to participate in the tender who have experience in the manufacture and maintenance support of similar Epitaxial deposition RT CVD equipment, and have supplied similar System(s) to Semiconductor manufacturing industry during the last seven (7) years to support SiGe-HBT-BiCMOS process technologies. Parties should provide list of similar installations carried out by them during the last seven (7) years.</p>			
3	<p>1.02.0SCOPE OF SUPPLY</p> <p>1.02.01Vendor shall supply the Stand alone Reactor including independent support tools viz. pumps, Chillers, Gas Boxes etc. as per the Technical Specifications (Refer</p>			

	<p>clause 3.00.00):</p> <p>1.02.02 Vendor shall supply all the auxiliary items like interconnect matching cables for electrical connections; interconnect fittings, vacuum line etc. for support tool installations; Foundation Pads/bolts, Clamps, etc. as may be required to complete the installation and commissioning of the Reactors.</p> <p>1.02.03 Any items not specifically mentioned in the specifications but required for safe and efficient operations of the system should be deemed to be included in the scope of supply of the vendor unless explicitly indicated in the bid by the vendor.</p>			
4	<p>1.03.0 SCOPE OF INSTALLATION AND COMMISSIONING</p> <p>1.03.01 It will be the responsibility of the</p>			

	<p>vendor to ensure proper installation & commissioning of the Si-Ge Epitaxial Growth CVD system at SCL.</p> <p>1.03.02 Vendor shall provide guidelines for preparation of installation site. Also detailed specifications/requirements pertaining abatement systems/dry scrubbers systems for the proposed tool shall be provided along with the technical bid.</p> <p>1.03.03 Vendor shall also supply the installation drawings giving detailed information regarding the port size & type for the utility connections.</p> <p>1.03.04 Vendor shall Commission the Si-Ge Epitaxial Growth CVD system with the required Utilities (to be supplied by SCL) and demonstrate the functionality of the CVD system supplied, at SCL</p>			
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	<p>site. Vendor shall provide detailed specification/source for each precursors/Gas required for the specified processes. This information shall be provided along with the technical bid.</p> <p>1.03.05 Vendor shall bring all necessary tools/instruments etc. that may be required for successful commissioning/ installation/ verification of the Reactors.</p> <p>NOTE: All utility connections shall be from top of the tool.</p>			
<p>1.04.0 TRAINING</p> <p>During commissioning of the Reactors vendor shall provide on-site hands-on training to the concerned SCL personnel's (including classroom training) on Process/Operations/application software, related applications, trouble-</p>				

shooting and Preventive Maintenance of the Reactors supplied. The training should be extensive enough so that quick diagnostics of problems and remedial actions is possible at SCL.				
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Acceptance Procedure

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	<p>2.00.00ACCEPTANCE PROCEDURE</p> <p>Vendor shall demonstrate, at site, the functionality as per the mutually agreed standard tool acceptance test procedure to be shared by the vendors with technical bid. Vendor has to demonstrate the functionality of the reactors with Best known Recipes for epitaxial deposition. Vendor shall provide best known baseline process recipes for validating the process parameters (Deposition/Growth rate, R.I., Stresses, uniformity and SIMS). . Vendor shall provide best known baseline process recipes for validating all the process parameters and features of the tool.</p>			

	<p>Process start-up with demonstration of defined process specification must be performed onsite by the vendor. SCL shall have the option for Pre-shipment inspection at vendor's premises. Final acceptance, however, will be done after installation and demonstration of the functionality of the tool, as per mutually agreed acceptance procedure for at least for 10 runs at SCL. SCL shall have the option for Pre-shipment inspection at vendor's premises. Final acceptance, however, will be done after installation and demonstration of the functionality of the tool, as per mutually agreed acceptance procedure.</p>			
2	<p>2.01.1Gas Systems: Vendor shall submit records/Certificates for all the tests conducted at their works during</p>			

	fabrication of the gas handling/distribution system(s) housed in the integrated gas cabinet/box. Helium leak integrity test procedure should comply with the Semi standard (F1-96).			
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Technical Specification

Item Specifications -II

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	<p>Technical Specification</p> <p>Following are the detailed technical specifications for supply, installation & commissioning of Stand-Alone single-wafer production epitaxial growth reactor for the deposition of epitaxial layers, namely, SiGe, SiGe(c), SiC, Si epi layers on 200 mm Semi-Standard blanket Silicon wafers or patterned wafers for the development of various analog & mixed signal devices using Bipolar and</p>			

	<p>SiGe-HBT-BiCMOS process technologies. Vendor shall provide complete information as required in various sections for proper evaluation of the Reactors. Vendor to provide clause by clause compliance. The statements in the compliance sheet should be supported by relevant documents/brochures.</p>			
2	<p>3.01.0 Single wafer epitaxial growth reactor shall be a stand-alone system with features like Temperature agility, Cold walls configuration, Radiantly Heated, Process flexibility (temperature and pressure range), Chemistry flexibility (hydrides and chlorides) and in-situ chamber cleaning (with HCl Based Process), for the epitaxial growth of SiGe, SiGe (C), SiC, Si epi layers of uniform thickness, composition and doping</p>			

	profile.			
3	<p>3.02.00 SYSTEM CONFIGURATIONS:</p> <p>3.02.01Type of Reactor</p> <p>Rapid Thermal (RT) Reduced Pressure Epi-CVD cold wall reactor for above stated process. The system shall have Two process chambers made up of quartz (Liner) and Stainless steel for 1. Reduced pressure epi chamber, 2. Epi- Chamber atmospheric With separate cool down chamber. All the process module and cool down chamber shall be integrated over a common transfer chamber. The process chamber shall be designed to give a Laminar flow of precursors across the wafer and through the chamberThese systems shall process a single wafer at a time in a horizontal deposition chamber. The chamber</p>			

	<p>walls (Liner) shall made of fused quartz (or any other suitable material suitable for process) Any stainless steel part shall remain outside of the chamber or protected by quartz liners, and shall be cooled. The System Shall facilitate in-situ H2 prebake at temperature as high as 1100C just before epitaxial deposition to form defect free epitaxial layers.The System Shall have susceptor rotation capability with a speed (10 to 50 rpm), for smooth temperature variations and to level the flow and depletion of reactants. However, other option best suitable for the process may also be offered.The process chambers shall be free from the atmospheric contaminants such as Low oxygen background for high SiGe and selective process yield. The reactor design shall facilitate rapid</p>			
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	wafer loading/unloading.			
4	<p>3.02.02Wafers Processing Capability</p> <p>Single wafer processing platform for Semi-standard 200 mm silicon substrate (with V Notch)</p>			
5	<p>3.02.03Process temperature</p> <p>Radiantly Heated, both side of wafer, Typical deposition temperature Range 400-1150 deg C with an accuracy of +/- 1 deg C or better. Typical Temperature ramp up shall be 18 deg C/Sec.</p>			
6	<p>3.02.04Process Pressure</p> <p>Typical Range 1-100 torr and (1 torr to atm. Pressure)</p>			
7	<p>3.02.05Process Monitoring</p> <p>Integrated Process Monitoring Software for easy process tuning and troubleshooting</p>			

8	<p>3.02.06In-situ measurement systems</p> <ul style="list-style-type: none"> •Growth monitoring system •Temperature Monitoring at the wafer surface. •Reflectance measurement. •Curvature/stress measurement. •Adequate Software and Hardware for monitoring/recording/analysis of all above measured parameters 			
9	<p>3.02.07Wafer Loading/ Unloading Unit</p> <p>System Shall have automatic Load Lock Station with wafer handling compatibility with SMIF POD model Entegris M200 series SMIF POD P/N M200-ET046-10</p>			
10	<p>3.02.08Vibration Isolation</p> <p>System shall provide with Vibration Isolation Package (if required)</p>			

11	<p>3.02.09Precursors and Carrier gases</p> <p>The system shall have suitable gas box and MFCs forCarrier gases:•Nitrogen (N2) •Hydrogen (H2)•Hydrogen chloride (HCl) Precursors:•Arsine (AsH3)•Phosphine (PH3)•Diborane (B2H6)•Silane (SiH4)•DCS Di-Chlorosilane (SiH2 Cl2)•Germane (GeH4)•Methylsilane (SiCH6)Vendor shall provide Two spare gas source channels for future up-gradation/addition.</p>			
12	<p>3.02.10Gas Handling Compartment</p> <p>The gas distribution system shall be designed with ultra purity standards and allows precise gas injection onto the wafer with short (<1 sec or better) switching transients. The system shall have Gas Delivery Systems as per the</p>			

	<p>specification given below:</p> <ul style="list-style-type: none"> •The Gas handling compartment shall accommodate the gas handling components inside a compact volume and shall allow easy accessibility for maintenance, with interlock doors on both sides. The gas inlets to this unit shall be connected in such a way that the pipe work containing hazardous gases remains in the extracted area. •The Gas handling compartment shall be designed to house the following: <ul style="list-style-type: none"> •Distribution circuit for all Gases/Precursors from single point utility connections to different process chambers of the tool. •Fast switching manifold •Vent/Run line flow and Pressure Balance •Leak test units •TGM detector – gas module (Dragger/ Honeywell) <p>The gas handling unit shall be</p>			
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	<p>designed for optimal flow switching, accurate pressure control/process tuning, independent Ge and Dopant flow control via auxiliary Ge or dopant injection, hardware with dopat feature for auto doping control, Linear gas flow ramping capability, Automatic Linear Ge Concentration Ramping. The pipe work shall consist of orbital welded electro-polished 316 L stainless steel and the mechanical joints (dismountable components) shall have VCR fittings. The entire system shall be Helium leak tested for leak rates below 1×10^{-9} atm cc/sec (He leak rate). The dead volume space in the lines shall be minimised (zero or shall be defined by vendor) so as to have no influence on the device performance. All lines shall have provision for sweeping by the purge</p>			
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	gas.			
13	<p>3.02.12Heating Mechanism</p> <p>Radiatively heated Rapid Thermal with Precise Temperature control & profile adjustment while maintaining fast ramp up/down process temperatures capability. Light pipe pyrometer for temperature control, digital flow meters on water cooling system.</p>			
14	<p>3.02.13Vacuum System</p> <p>Suitable Vacuum Pumps of make (Edwards Make/ Leybold/Varian/Pfeiffer/ Brooks CTI Cryo) Pumps, pressure sensors, throttle valve, pressure controlvacuum valves, check valves, Filter station (particle and condensation trap) on wheels, Dual ball valve maintenance configuration, Heating jackets for exhaust line.</p>			

15	<p>3.02.14Operator Interface/ System Console/ Software</p> <p>The system should be provided with preferably windows OS, multiple core processors with Latest Configuration, LAN Port, USB ports, LED/LCD preferably 24" Display unit, user friendly interface.The system console module should have:</p> <ul style="list-style-type: none"> •All the electronic sub systems attached to the Reactor control units and pneumatics, Water, gas services and the turbo molecular pump controller should be on System Console Module. •Reactors should be powered from a single supply and all other ancillary units should be powered from the System console module preferably. •The main System Console should have a Single point Safety Interlock. The system should be fully interlocked 			
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	<p>to protect the system hardware from any service failure and to protect the operator from safety hazards during maintenance procedures. The System should have</p> <ul style="list-style-type: none"> •Recipe programming for all major process parameters System Control, Recipe Execution, Alarm handling. •Includes data logging of user- selectable run-time process parameters. •Process control software for Online User Interface, Visualization of system status, alarms, etc. Management of system log book Password protected access levels. •Recipe Manager: Process Recipe editor, text and spreadsheet, Repeat blocks for super-lattice and quantum well growth, Parameters definition, Ramping of temperatures, mass flows, pressures, etc. <p>Display and</p>			
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	Print out of data Real time display of present and actual values of gas flows, pressure etc. Supported by SECS/GEM (HSMS Compliant) Interface.			
16	3.02.15Environment System to be compatible for class 10 Clean room			

other specifications

Item Specifications -III

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	4.00.00 WARRANTY Vendor to provide a comprehensive part and labor warranty for a period of 12months after acceptance of the system at SCL. Vendor to guarantee 85% uptime for the tool based on 24 hours working 7 days a week. Any breakdown shall be attended to at site within 48 hours. Vendor to give two Preventive Maintenance Visits per			

	<p>year in the Warranty Period of the tool. Vendor to provide all consumables parts/ maintenance kits required for preventive maintenance during the period of warranty.</p>			
2	<p>5.00.00 POST WARRANTY SYSTEM SUPPORT</p> <p>Vendor shall ensure spares and maintenance support for 10 years after the expiry of warranty period.</p>			
3	<p>6.00.00 RECOMMENDED SPARES AND CONSUMABLES</p> <p>Vendor to provide separately the list of recommended spares and consumables which will be required to maintain above stated tool uptime. This list would be for reference only and shall NOT include any price information. Even the quote for main tool shall also NOT include any price information for the spares</p>			

	and consumable.			
4	<p>7.00.00 SAFETY</p> <ul style="list-style-type: none"> •Appropriate safety mechanism in terms of alarms and EMO shall be provided for operator safety. Vendor to provide the details. •The system shall be design to be compliant with Semiconductor Industrial safety standard. •Fitted with all necessary safety interlocks (Hardware and software) for safe operation. •The system shall resort to interlocks if any hazardous event takes place. The system under hazardous events will adopt an auto-safe configuration mode and the equipment shall be flushed continuously with high purity nitrogen and all toxic gases lines closed automatically. 			
5	8.00.00 TECHNICAL DOCUMENTATION			

	<p>Vendor to supply technical documentation (in English language) containing, but not limited to, the following:1.System user manuals 2.System Hardware / Software manuals.3.Maintenance /Diagnostic / Trouble shooting manuals including schematics, Circuit diagram (Electrical & Plumbing) along with Parts for all spares.4.OEM system/subsystem/accessories manuals5.Vendor to recommend/ specify type of pump, accessories and type of oils/grease to be used along with pump operation & maintenance manual to minimize pump down time.6.Vendor shall supply all additional information such as application development notes, paper published/process information etc. related to the system.</p>			
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Acceptance Procedure and Utility Matrix

Item Specifications -IV

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	<p>Acceptance Procedure</p> <p>Vendor has to demonstrate the functionality of the system with Best known Recipes for epitaxial deposition.</p> <p>Wafer Handling: Definition: Test of handling system.Method: 200 wafers to perform entire transfer cycle (with no Process).Requirements: No failures, alarms, warnings or human intervention, except for cassette loading during 200 wafers cyclesResult: PASS / FAILProcess Qualification: Vendor shall provide best known baseline process recipes for validating the process parameter. The tool will be accepted at SCL after</p>			

	the demonstration of following process parameters for at least for 10 runs at SCL.			
2	1Typical Deposition Rate0.2-1.5 µm/min			
3	2Deposition uniformity5% or Better5 mm edge exclusion			
4	3Thickness Repeatability5% or Better1 sigma Variation of wafer average			
5	4Resistivity Uniformity3% or better5 mm edge exclusion			
6	5Resistivity Repeatability 5% or better1 sigma Variation of wafer average			
7	6Ge Concentration Uniformity3% or better 5 mm edge exclusion			
8	Oxygen Level in filmTypical less than or equals to 1E12 atom/cm2			
9	POWER & UTILITIES /			

	<p>FOOT PRINT DIMENSIONS:</p> <p>Vendor to provide a list of facilities/utilities required for the installation of Equipment in the table below. NOTE: 1.Please specify any utility required in addition to above.</p> <p>2.Power Mode Available at SCL: 230V +/- 10%, 1 PHASE, 50Hz +/- 5% OR 415V +/- 10%/3 PHASE, 50 Hz +/- 5%.</p>			
10	1Environmental Conditions-Clean Room Class-Temp.-RH			
11	2BULK Gases-Process Nitrogen -General Nitrogen-Helium			
12	3Compressed Dry Air			
13	4Process Vacuum			
14	5Exhaust-Acid Exhaust-Solvent Exhaust-General Exhaust			
15	6Special Flooring/ Foundation requirements, if any (Anti Vibration pads			

	etc.)			
16	7Dimensions/Foot-Print & Weight. -Tool Foot-Print.- Tool weight-Support Tools.			
17	8Electrical Supply (50 Hz)- Normal Supply.-UPS- Emergency back-up			

Vendor Specified Terms

Description	Vendor Terms
<p>1. Definitions:</p> <p>a) The term Purchaser shall mean the Director, Semi-Conductor Laboratory or his successors or assignees.</p> <p>b)The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractors Successors, representatives, heirs, executors and administrators unless excluded by the Contract.</p> <p>c) The term Purchase Order/Contract 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, Software or equipment or part thereof.</p> <p>d) The term Stores shall mean all that the Contractor agrees to supply under the Contract as specified in the Purchase Order including its installation, testing and commissioning as per the specifications.</p>	
<p>2. For imported stores, prices shall be quoted on FOB/FCA nearest International/Gateway airport basis.</p> <p>For indigenous stores, prices shall be quoted on F.O.R destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of excise duty and taxes as may be applicable.</p>	

The rates at which the said Government levies, taxes and duties are applicable, shall be indicated separately.

The prices of the indigenous items shall also be exclusive of transit insurance which shall be arranged by the Purchaser and shall be to Purchaser account.

Notes:

a) Purchaser is entitled to Excise Duty exemption as per CE Notification no. 10/97 Central Excise dated March 01, 1997 amended vide Notification No. 16/2007 Central Excise dated March 01, 2007 and would accordingly issue Excise Duty Exemption Certificate in favour of the contractor quoting in Indian Rupees. The bidder should take the same into account while quoting the prices in Indian Rupees.

b) For imported materials, the Purchaser is entitled to issue Customs duty exemption certificate (CDEC) to the contractor under customs notification no.51/96 dated 23.07.1996 and subsequent amendments to enable the contractor to avail off the benefit of concessional rate of customs duty under this notification. 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.

c) For indigenous stores, no concessional Central Sales Tax form will be issued. Please indicate the rate of Central Sales Tax (without Form C) / VAT / Service Tax as applicable.

3. IMPORTANT: 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 Contractor will provide Un-Priced Commercial offer in envelope 1

<p>(Technical Part) as an attachment.</p> <p>The tenders containing price information in Technical Part will be treated as unsolicited offers and rejected. Contractor to confirm that Prices bid is not attached in Envelope 1 i.e. Technical Part</p> <p>Priced Commercial offer, if any, should be attached in Envelope-2 (Price Bid) under Supporting Documents from Vendor (Commercial), as an attachment</p>	
<p>4. Contractor shall confirm that the quote has been submitted for Refurbished system.</p>	
<p>5. Delivery Period:</p> <p>The contractor should specify their best delivery period inclusive of all Govt. formalities of the exporting country.</p> <p>6. PRICES:</p> <p>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.</p>	
<p>7. SECURITY DEPOSIT:</p> <p>a) On acceptance of the tender, the Contractor shall submit security deposit for ten percent (10 percent) of the value of the Contract within 15 days from the date of purchase order. If the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores</p>	

<p>contracted at the cost and risk of the Contractor.</p> <p>b) 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/Contract.</p> <p>c) In case the contractor fails to furnish the security deposit within the specified date or extended due date, the Purchase Order/Contract shall be cancelled and in addition, appropriate penal action may also be considered.</p> <p>d) After the Purchase Order/Contract is successfully executed in all respects, the Bank Guarantee towards Security Deposit may be discharged and retained amount refunded to vendors.</p> <p>e) In the event of non-execution of the Purchase order/Contract or breach of any terms and conditions of the Purchase Order, the Security Deposit shall be forfeited.</p>	
<p>8. Warranty :</p> <p>The Contractor shall provide for the tendered equipment comprehensive warranty for parts as well as labour for a period of 12 months from the date of successful installation, commissioning and acceptance of the equipment at Purchasers site at no extra charges against any manufacturing defect/faulty workmanship.</p> <p>In case any defect arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works.</p> <p>The Contractor to guarantee 85% uptime for the system based on 24 hours working, 7 days a week. The Contractor will provide one Preventive Maintenance (PM) Visits in the warranty period of the</p>	

<p>system.</p> <p>Contractor will also provide all consumables, spares and PM kit which will be required during preventive maintenance during the warranty period at no extra cost.</p>	
<p>9. Warranty Replacements:</p> <p>a) If in the opinion of the purchaser it becomes necessary to replace or repair any 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 within a period of 14 months from the date of acceptance thereof.</p> <p>b) 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.</p> <p>All defective parts including the imported parts shall be returned by Purchaser to the Contractor, if requested, on Freight to pay basis.</p>	
<p>10. GUARANTEE & REPLACEMENT :</p> <p>a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.</p> <p>b) For a period of Twelve (12) months after the acceptance of the stores, if any defects are discovered therein or any defects therein</p>	

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

c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

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

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

f) PERFORMANCE BANK GUARANTEE:

To fulfil guarantee conditions outlined in clause 10 (a) to (e) above, the Contractor shall furnish a Bank Guarantee (as per format given by purchaser) from any scheduled bank/ bank approved by the Purchaser for an amount equivalent to 10% of the value of the Contract and shall be valid for a period of 60 days beyond the expiry date of warranty period. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor

<p>without any interest.</p> <p>g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchasers site.</p> <p>h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in clause 10 (b) & (c) shall be the asked for guarantee period plus two months.</p>	
<p>11. TERMS OF PAYMENT IN CASE OF OVERSEAS SUPPLIER[S]:</p> <p>Being a Department of the Government of India, the normal terms of payment are by Sight Draft. The payment shall be remitted as under:</p> <p>90% of the value of the materials supplied shall be paid within 30 days of the receipt of the materials at purchaser site and the balance 10% amount shall be payable on successful installation, commissioning and acceptance of the entire project at Purchasers site against a Performance Bank Guarantee (refer clause no. 10(f).</p> <p>All bank charges outside India related to the payment shall be borne by the Contractor and all bank charges in India shall be borne by the purchaser.</p> <p>In the event of the Contractor not being able to provide the Performance Bank Guarantee the payment of balance 10% amount shall be made after the expiry of the warranty period.</p> <p>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 equipment at</p>	

<p>purchaser site.</p> <p>The Sight Draft will be operative on presentation of the under mentioned documents :</p> <p>a) Original Airway Bill</p> <p>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.</p> <p>c) Packing List showing individual dimensions and weight of packages.</p> <p>d) Country of Origin Certificate in duplicate, wherever applicable.</p> <p>e) Test Certificate.</p> <p>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.</p> <p>g) Warrantee and guarantee Certificate/s as applicable.</p> <p>While the purchasers bank charges shall be borne by the purchaser, the contractor shall bear the bank charges payable to his banker including the charges towards advising/amendments/commissions etc.</p>	
<p>12. TERMS OF PAYMENT IN CASE OF INDIGENOUS SUPPLIER[S]:</p> <p>The payment shall be remitted as under:</p> <p>90% of the value of the materials supplied shall be paid within 30 days of the receipt of the materials at purchaser site and the balance 10% amount shall be payable on successful installation, commissioning and acceptance of the entire project at Purchasers site against a</p>	

<p>Performance Bank Guarantee (refer clause no. 10(f).</p> <p>In the event of the Contractor not being able to provide the Performance Bank Guarantee the payment of balance 10% amount shall be made after the expiry of the warranty period.</p> <p>While the purchaser bank charges shall be borne by the purchaser, the contractor shall bear the bank charges payable to his banker including the charges towards advising/amendments/commissions etc.</p>	
<p>13. DEMURRAGE:</p> <p>Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents 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.</p>	
<p>14. VALIDITY:</p> <p>The tender must 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>The tender where the validity period is shorter than the period specified in the tender enquiry, shall be excluded from the procurement process.</p>	
<p>15. POST WARRANTY SERVICE/SUPPORT:</p> <p>Contractor will ensure Spares and Maintenance support for 10 years after the expiry of warranty period.</p> <p>The Contractor shall provide quote for Post Warranty (labour-only) AMC charges per year for a period of 5 years separately for the tendered stores. This AMC charges may be quoted in Envelope-2 (Price</p>	

<p>Bid) under Supporting Documents from Vendor (Commercial), as an attachment. These charges shall not be considered during evaluation of the tendered stores.</p>	
<p>16. RECOMMENDED SPARES AND CONSUMABLES:</p> <p>The Contractor to provide separate list of recommended spares and consumables in Technical Part, which will be required to maintain above stated tool uptime. This list would be for reference only and shall not include any price information.</p> <p>Price of these recommended spares and consumables may also be quoted in Envelope-2 (Price Bid) under Supporting Documents from Vendor(Commercial), as an attachment. These charges shall not be considered during evaluation of the tendered stores.</p>	
<p>17. GUARANTEED TIME DELIVERY :</p> <p>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.</p>	
<p>18. MODE OF DESPATCH:</p> <p>Stores should be despatched through Freight forwarder nominated by the purchaser whose contact details shall be indicated in the purchase order.</p>	
<p>19. PORT OF ENTRY:</p> <p>IGI Airport, New Delhi</p> <p>20. CONSIGNEE:</p> <p>Sr. Purchase & Stores Officer (Stores),</p>	

Semi-Conductor Laboratory,

Sector 72, S.A.S. Nagar (Mohali), Punjab,

India - 160 071

21. SHIPPING MARKS:

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

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

SEMI-CONDUCTOR LABORATORY

DESTINATION: SECTOR 72, S.A.S. NAGAR (MOHALI),PUNJAB, INDIA.

22. INSURANCE OF THE STORES:

Insurance wherever necessary, will be arranged by the Purchaser. The necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.

23. INSTALLATION AND COMMISSIONING :

Installation, commissioning and demonstration of performance of the tendered stores as per Purchaser tendered specifications shall be carried out by the Contractor at Purchaser site at S.A.S. Nagar, Punjab, India.

The Contractor shall provide in advance guidelines for preparation of

<p>the installation site and list of items to be supplied by Purchaser during installation.</p> <p>On receipt of intimation from the Purchaser, the Contractor shall depute its engineer(s) to Purchaser site within two weeks to carry out installation and commissioning and will demonstrate the functionality of the tendered equipment to Purchaser specifications as per mutually agreed acceptance procedure. The Contractor shall be responsible for any loss/damages sustained due to delay on the part of the Contractor to send its engineer for installation and commissioning.</p> <p>Failure to commission the tendered equipment successfully shall entitle Purchaser to full refund of the payment made and the interest thereon. Decision regarding successful installation and commissioning shall rest solely with the Purchaser.</p>	
<p>24. REPLACEMENT :</p> <p>If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.</p>	
<p>25. REJECTION:</p> <p>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</p>	

<p>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 :</p> <p>a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or</p> <p>b) terminate the Contract for default as provided under clause 41, or</p> <p>c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchasers rights under clause 28.</p>	
<p>26. 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>27. TRAINING:</p> <p>During Commissioning of the equipment, the Contractor shall provide on-site hands-on training to Purchaser engineers (including classroom training) on system operation/process, application software, related applications, trouble shooting and Preventive Maintenance of the system supplied. The training shall be extensive (at least for 5 days) enough so that quick diagnosis of problems and remedial actions is</p>	

possible at Purchaser site.	
<p>28. DELAY IN COMPLETION/LIQUIDATED DAMAGES:</p> <p>If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered. Delivery of stores shall be complete on Installation, commissioning, Testing and Acceptance.</p>	
<p>29. ACCEPTANCE PROCEDURE:</p> <p>The contractor shall demonstrate, at site, the functionality as per mutually agreed Tool Acceptance Procedure (TAP). TAP to be shared by the Contractor with technical bid. Contractor shall demonstrate the functionality of the reactors with best known recipes for epitaxial deposition. Contractor shall provide best known baseline process recipes for validating the process parameters (Deposition/Growth rate, R.I., Stress, uniformity and SIMS). Process start-up with demonstration of defined process specification must be performed onsite by the contractor. Purchaser shall have the option for Pre-Shipment inspection at Contractors premises. Final acceptance, however, will be done after installation and demonstration of the functionality of the equipment, as per mutually agreed acceptance procedure for at least 10 runs at Purchasers site.</p>	

30. ADDRESS OF INDIAN AGENT:, if any:	
<p>31. RECOVERY OF SUM DUE:</p> <p>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.</p>	
<p>32. PACKING:</p> <p>a) The Contractor wherever applicable shall pack and crate all stores for sea /air/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 Contractor shall be held responsible for all damages due to improper packing.</p> <p>b) The Contractor shall ensure that each box / unit of shipment is</p>	

<p>legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.</p> <p>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.</p> <p>d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.</p> <p>e) Trans-shipment of equipment shall not be permitted except with the written permission of the purchaser.</p> <p>f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 3 days from the date of shipment:</p> <p>i) Air Way Bill (Two non-negotiable copies)</p> <p>ii) Invoice (3 copies)</p> <p>iii) Packing List (3 copies)</p> <p>iv) Test Certificate (3 copies)</p> <p>v) Certificate of Origin, wherever applicable.</p> <p>The Contractor shall also ensure that one copy of the packing list is enclosed in each case.</p>	
<p>33. ARBITRATION:</p> <p>If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the</p>	

other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

In case of dispute arises with domestic/Indian suppliers, the applicable Arbitration procedure shall be as per Indian Arbitration & Conciliation Act, 1996.

34. 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.

35. 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.

<p>36. APPLICABLE LAW:</p> <p>The Contract shall be interpreted, construed and governed by the laws of India.</p>	
<p>37. INDEMNITY:</p> <p>The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any patent, copyright or trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the Contract.</p> <p>38. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:</p> <p>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.</p> <p>39. 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 within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.</p>	

<p>b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.</p>	
<p>40. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 39 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 28 until such reasonable time as may be required for the final supply of stores.</p> <p>A) If this Contract is terminated as provided in Clause 39 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:</p> <p>a) Any completed stores.</p> <p>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.</p> <p>B) In the event the Purchaser does not terminate the Contract as provided in Clause 39, 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 28 until the stores</p>	

are accepted.

41. Any Other Term:

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
Supply, installation and commissioning RTCVD SCL Material code : 210511826	-	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: