

## Tender Details

**Tender No:** SCL/PS4/2017E0084901

**Tender Date:** 12/12/2017

**Purchase Entity:** Pur\_Entity4

## Tender Notice

E-Procurement Tender No. SCL/PS4/2017E0084901 dated 12.12.2017 SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for Supply, Installation and Commissioning of Vacuum Reflow Oven. Tender documents can be downloaded from 13.12.2017 - 1601 hrs. to 18.01.2018 upto 1500 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 020 25315555 / 9167969601 (Email: [support.isro@nextenders.com](mailto: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:**

IDT0014810000000000isro05401.pdf

#### **Attachment - II:**

#### **Attachment - III:**

#### **Attachment - IV:**

#### **Attachment - V:**

### **Instructions to Tenderers (PT)**

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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 a two part tender -Technical and Commercial part separate, the Technical part should not contain Pricing information. The tenders containing Price details in Technical part will be treated as unsolicited offers and rejected. Prices should be indicated 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. Bids submitted other than EGPS mode shall not be considered.

8. SCL reserves the right to verify all claims made by the bidder.

9. SCL reserves the right to change any milestone date of the tendering activity / tender schedule.

10. Tender which is not submitted in terms of instructions mentioned herein is liable to be rejected.

11. 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.

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

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

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

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

26. The bids shall be opened on 1st day of opening schedule as indicated in the Tender in the presence of the bidders/their authorized representatives who may like to attend the tender opening against presentation of Authorization letter.

Due to any breakdown in Server/Link bid opening will be continued on the following dates. The schedule of opening of Price bids shall be intimated separately to the technically qualified bidders only.

27. PROCEDURE FOR EVALUATION OF TENDERS:

Technical Evaluation Criteria:

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

28. 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 and 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 MCLR of SBI prevailing on the date of opening of price bids.

c. In the event of the bidder seeking a Confirmed Letter of Credit, the bidders bid shall be loaded at the rate 0.5 percent of the LC value towards confirmation charges.

d. 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 LC value towards bank charges outside India.

29.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. Renumeration/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 ten years after warranty.

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

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

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

32.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.

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

## Bid Templates

Document Solicited from Vendor

Attachment 1:

Attachment 2:

Specifications - Page 1

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1.0000	SCOPE OF WORK  Vendor's scope of work shall cover supply, installation & commissioning of Vacuum Reflow Oven for vacuum encapsulation of MEMS			

	<p>devices. The scope of work shall include the following:</p> <ul style="list-style-type: none"><li>- Supply of Vacuum Reflow Oven as per the required specifications.</li><li>- Supply of all support accessories for proper functioning of the equipment.</li><li>- Installation of the equipment and Support tools (if any), including all utility connections.</li><li>- Commissioning of the equipment and demonstration of its functionality as per the required specifications.</li></ul>			
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	<p>- On-site training to concerned SCL personnel on Operations, Maintenance &amp; Troubleshooting of the equipment.</p> <p>It is not the intent of this document to completely specify all details of design and construction. Nevertheless the system 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 norms / codes.</p>			
1.0100	<p>ELIGIBILITY CRITERIA</p> <p>Only OEMs (Original Equipment Manufacturers) or their</p>			



	<p>authorized Indian agents are eligible to participate in the tender. System shall be supplied by the OEM. The bidder shall have experience in the manufacture and maintenance support of equipment, and shall have supplied similar system(s) to Semiconductor manufacturing / Packaging / Testing Facility or any associated R&amp;D Laboratory during the last seven (7) years. Parties shall provide list of similar installations carried out by them during the last seven (7) years.</p>			
1.0201	<p>SCOPE OF SUPPLY</p> <p>Vendor shall supply the equipment, including support accessories required for proper</p>			

	functioning of the equipment. The equipment shall be supplied as per the Technical Specifications (Refer clause 3.0000).			
1.0202	Vendor shall supply all the auxiliary items like interconnect matching cables for electrical connections; interconnect fittings, vacuum line etc. for support tool installations as may be required to complete the installation and commissioning of the equipment.			
1.0203	Any items not specifically mentioned in the specifications but required for safe and efficient operations of the system shall deem to be included in the scope of supply of the vendor unless explicitly indicated in the			

	bid by the vendor.			
1.0301	<p>SCOPE OF INSTALLATION AND COMMISSIONING</p> <p>It shall be the responsibility of the vendor to ensure installation &amp; commissioning of the equipment at SCL.</p>			
1.0302	<p>Vendor shall provide guidelines for preparation of installation site including pedestals for distribution of equipment load on to the existing concrete floor.</p>			
1.0303	<p>Vendor shall also supply the installation drawings giving detailed information regarding the port size &amp; type for the utility connections wherever required.</p>			

1.0304	Equipments will be uncrated and moved to the respective area(s) in presence of installation engineer / authorized representative.			
1.0305	Vendor shall commission the systems with the required utilities (to be supplied by SCL) and demonstrate the functionality of the equipment supplied, at SCL site.			
1.0306	Vendor shall bring all necessary tools / instruments / special tools etc. that may be required for successful commissioning / installation / verification / acceptance of the tool and sub tools of the equipment.			
1.0401	TRAINING			

	<p>During commissioning of the equipment, vendor shall provide on-site hands-on training to the concerned SCL personnel (including classroom training) on Operations / Process, application software, related applications, troubleshooting and Preventive Maintenance of the tool supplied. The training shall be extensive enough so that quick diagnostics of problems and remedial actions is possible at SCL.</p>			
2.0100	<p>ACCEPTANCE PROCEDURE</p> <p>Vendor shall demonstrate, at site, the functionality as per the equipment acceptance procedure specified at Annexure-A besides their standard</p>			

	<p>Acceptance Test Procedures. SCL shall have the option for Pre-shipment inspection at vendor's premises or via live web demo. Vendor to provide reports of tests conducted at vendor's premises during pre-shipment inspection. Final acceptance, however, will be done after installation and demonstration of the functionality of the equipment at SCL, as per the acceptance procedure in Annexure-A (in Attachment-1 of Technical Write-up/Drawings)</p>			
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**Specifications - Page 2**

**Item Specifications -II**

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
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3.0000	<p>TECHNICAL SPECIFICATIONS</p> <p>Following are the detailed technical specifications of the required system. Vendor has to provide complete information, as required in various sections for proper evaluation of the system. Vendor has to provide clause by clause compliance. The statements in the compliance sheet shall be supported by relevant documents / brochures.</p>			
3.0100	<p>APPLICATION</p> <p>Vacuum Reflow Oven is required for Vacuum Encapsulation of the following:-</p>			

	<ul style="list-style-type: none"> <li>• Ceramic packages with gold plated KOVAR lids having Au(80)Sn(20) solder preform.</li> <li>• Ceramic packages with ceramic lids having frit glass preform.</li> </ul>			
3.0200	<p>SYSTEM REQUIREMENT</p> <p>The complete system shall be supplied and integrated by the vendor. The oven, vacuum pumps, vacuum gauges, temperature control and measurement unit, nitrogen and formic acid purging units are to be seamlessly integrated as a single system.</p>			



3.0301	SPECIFICATION DETAILS  Maximum Operating Temperature: Minimum 600 °C			
3.0302	Heating (Ramp-up) Rate : 0 - 2.5 °C/s or more			
3.0303	Cooling (Ramp-down) Rate : 0 - 1 °C/s or more			
3.0304	Temperature Uniformity : ± 3% of set temperature value over the usable heated area.			
3.0305	Temperature Probes : 4 x K Type freely positionable thermocouple probes.			
3.0306	Temperature Control : Microprocessor / PC based temperature controller for programming multistep temperature profile. Temperature control via integrated thermocouples			

	or via freely positionable thermocouple probe with an overall accuracy of $\pm 1.76^{\circ}\text{C}$ .			
3.0307	Temperature Calibration : Vendor to suggest method and frequency of temperature calibration. Vendor to provide pre-shipment temperature calibration certificates.			
3.0308	Usable Heated Area : Minimum 160 cm <sup>2</sup> (graphite plate)			
3.0309	Chamber Height : Minimum 70 mm			
3.0310	Minimum Vacuum Level : $5 \times 10^{-5}$ mbar			
3.0311	Vacuum Pumps : Turbo molecular pump with a dry roughing pump (Edwards make desirable) suitable to reach the required vacuum level. Vendor to specify make and model number.			

3.0312	Vacuum Measurement : Vendor to provide suitable vacuum gauge to measure vacuum level inside the oven cavity. Vendor to specify make and model number.			
3.0313	Process Gas 1 - Nitrogen : Equipment to have nitrogen purging system with the required pressure regulators / controllers.			
3.0314	Process Gas 2 - Formic Acid : Equipment to have formic acid vapor purging system with bubbler and required accessories.			
3.0315	Equipment Hermeticity : Leak rate of entire plumbing and chamber to be $5 \times 10^{-8}$ atm.cc/s He.			
3.0316	Mounting Rack : Vendor to provide any mounting rack required for the oven, vacuum pump, formic acid			

	bubbler, etc.			
3.0317	Clean Room Compatibility : Equipment is to be installed in Class 1000 clean room. Equipment to have required filter for clean room compatibility. Vendor to specify, whether external exhaust is required, in Annexure B (in Attachment-1 of Technical Write-up/Drawings).			
3.0318	PC : PC, if required to control the equipment, is to be supplied by the vendor.			
3.0319	Software : Vendor to provide perpetual license of any software/s required to operate the equipment along with communication cables.			

**Specifications - Page 3**

**Item Specifications -III**

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
4.0000	<p>WARRANTY</p> <p>Vendor to provide a comprehensive part and labor warranty for a period of 24 months after acceptance of the system at SCL. Vendor to guarantee 95% uptime for the tool based on 24 hours working, 7 days a week. Vendor to give two Preventive Maintenance Visits in the Warranty Period of the tool.</p>			
5.0000	<p>POST WARRANTY SYSTEM SUPPORT</p> <p>Spares and maintenance support is required for 10 years after the expiry of</p>			

	warranty period. Vendor to quote separately for Post-warranty 'labor-only' AMC charges per year for a period of 10 years.			
6.0000	<p>RECOMMENDED SPARES AND CONSUMABLES</p> <p>Vendor to provide separate itemized list for recommended essential spares and consumables which may be required for meeting the essential above stated tool uptime.</p>			
7.0000	<p>SAFETY</p> <p>- Equipment to have over temperature cut-offs and over heat protection mechanism. Vendor to provide details.</p>			

	<p>- Appropriate safety mechanism in terms of alarms shall be provided for operator safety. Vendor to provide the details.</p> <p>- The system shall be designed to be compliant with CE standards or other Industrial safety standard.</p> <p>- Fitted with all necessary safety interlocks (Hardware and software) for safe operation.</p>			
8.0000	<p>TECHNICAL DOCUMENTATION</p> <p>Vendor to supply technical documentation (in English language) containing, but not limited to, the following:</p>			

	<p>1. System user manuals.</p> <p>2. System Hardware / Software manuals.</p> <p>3. Maintenance / Diagnostic / Troubleshooting manuals including schematics, Circuit diagram (Electrical &amp; Plumbing) along with Parts for all spares.</p> <p>4. OEM system / subsystem / accessories manuals.</p> <p>5. 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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### 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 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 taxes as may be</p>	

<p>applicable.</p> <p>The rates at which the said Government levies, taxes and duties are applicable, shall be indicated separately.</p> <p>Note:</p> <p>a.Purchaser is entitled to concessional CGST of 2.5 % and IGST of 5 % as per Ministry of Finance, Department of Revenue, Notification Nos. 45/ 2017 Central Tax (Rate) and 47/2017 Integrated Tax (Rate) both dated 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>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.</p>	
<p>3.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>4.Delivery Period:</p> <p>The contractor shall specify their best delivery period inclusive of all Govt. formalities of the exporting country.</p>	
<p>5.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 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 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 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</p>	

<p>Deposit shall be forfeited.</p>	
<p>6.Warranty :</p> <p>The Contractor shall provide for the tendered equipment comprehensive warranty for parts as well as labour for a period of 24 months from the date of successful installation, commissioning, testing and acceptance of the equipment at Purchasers site at no extra charges against any manufacturing defect/faulty workmanship. In case any defect 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> <p>Vendor has to provide two preventive maintenance during warranty period.</p> <p>Vendor to guarantee 95 % uptime for the equipment based on 24 hours working, 7 days a week.</p> <p>7.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 26 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>8. GUARANTEE &amp; 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 24 months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 26 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.</p> <p>c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 26 months from the date of acceptance thereof.</p>	

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

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

f) PERFORMANCE BANK GUARANTEE:

To fulfil guarantee conditions outlined in clause 8 (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 without any interest.

g) All the replacement stores shall also be guaranteed for a period of 24 months from the date of arrival of the stores at purchasers site.

h) Even while the 24 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 26 months referred to in clause 8 (b) & (c) shall be the asked for guarantee period plus two months.

9.TERMS OF PAYMENT IN CASE OF OVERSEAS SUPPLIER[S]:

Being a Department of the Government of India, the terms of payment are by Sight Draft. The payment shall be remitted as under:

90% of the value shall be paid within 30 days of the receipt of the materials at purchaser site and the balance 10% amount shall be payable on successful installation, commissioning and acceptance of the entire project at Purchasers site against a Performance Bank Guarantee (refer clause no. 8(f)).

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.

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.

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 purchaser site.

The Sight Draft 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

<p>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>10.TERMS OF PAYMENT IN CASE OF INDIGENOUS SUPPLIER[S]:</p> <p>The payment shall be remitted as under:</p> <p>90% of the value shall be paid within 30 days of the receipt of the materials at purchaser site and the balance 10% amount shall be payable on successful installation, commissioning and acceptance of the entire project at Purchasers site against a Performance Bank Guarantee (refer clause no. 8(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>12.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>13.POST WARRANTY SERVICE/SUPPORT:</p> <p>13.1 The Contractor shall provide minimum 10 years of post warranty service/support.</p> <p>13.2 Vendor to provide quotation for Post-warranty Labor-only AMC charges per year for a period of 10 years.The contractor shall provide the price lists for above as a separate Annexure in Price bid.</p>	
<p>14.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>15.MODE OF DESPATCH:</p> <p>Stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser whose contact details shall be indicated in the purchase order.</p> <p>16.PORT OF ENTRY:</p> <p>IGI Airport, New Delhi</p>	

<p>17.CONSIGNEE:</p> <p>Sr. Purchase &amp; Stores Officer (Stores), Semi-Conductor Laboratory, Sector 72, S.A.S. Nagar (Mohali), Punjab, India - 160 071</p> <p>18.SHIPPING MARKS:</p> <p>The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follow:</p> <p>PURCHASE ORDER NO. DATED GOVERNMENT OF INDIA DEPARTMENT OF SPACE SEMI-CONDUCTOR LABORATORY DESTINATION: SECTOR 72, S.A.S. NAGAR (MOHALI),PUNJAB, INDIA.</p>	
<p>19.INSURANCE OF THE STORES:</p> <p>Insurance wherever necessary, will be arranged by the Purchaser. The necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.</p> <p>20.INSTALLATION AND COMMISSIONING :</p> <p>Installation, commissioning and demonstration of performance of the tendered stores as per Purchaser tendered specifications shall be carried out by the Contractor at Purchaser site at S.A.S. Nagar, Punjab, India.</p>	

<p>The Contractor shall provide in advance guidelines for preparation of 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>21.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.</p>	
<p>22.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</p>	

<p>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 :</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 Contractor Default Liability clause , 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 Purchaser's rights under DELAY IN COMPLETION/LIQUIDATED DAMAGES clause.</p>	
<p>23.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><b>24.TRAINING:</b></p> <p>For the tendered equipment, the Contractor to provide comprehensive training to Purchaser personnel (including classroom training) on system operation, maintenance, application software related applications, troubleshooting and Preventive Maintenance during installation and commissioning at no extra cost to the Purchaser. The training should be extensive enough so that quick diagnosis of problems and remedial actions is possible at Purchaser site.</p>	
<p><b>25.DELAY IN COMPLETION/LIQUIDATED DAMAGES:</b></p> <p>If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price 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.</p> <p>Delivery of stores shall be complete on Installation, commissioning, Testing and Acceptance.</p>	
<p><b>26.INSPECTION AND ACCEPTANCE TEST:</b></p> <p>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</p>	

<p>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.</p> <p>Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.</p> <p>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.</p> <p>When the stores have passed the specified test, the purchaser representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.</p> <p>27.ADDRESS OF INDIAN AGENT:, if any:</p>	
<p>28.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</p>	

<p>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>29.REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:</p> <p>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.</p> <p>30.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>	

- 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) Trans-shipment 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:
- i) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)
  - ii) Invoice (3 copies)
  - iii) Packing List (3 copies)
  - iv) Test Certificate (3 copies)
  - v) Certificate of Origin, wherever applicable.
- The Contractor shall also ensure that one copy of the packing list is enclosed in each case.



<p><b>31.ARBITRATION:</b></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 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 &amp; Conciliation Act, 1996.</p>	
<p><b>32.LANGUAGE AND MEASURES:</b></p> <p>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.</p> <p><b>33.TECHNICAL DOCUMENTATION:</b></p> <p>The Contractor shall provide installation, operation maintenance and programming manual. All documentation shall be in English language.</p>	

<p><b>34.SECURITY INTEREST:</b></p> <p>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>	
<p><b>35.APPLICABLE LAW:</b></p> <p>The Contract shall be interpreted, construed and governed by the laws of India.</p>	
<p><b>36..INDEMNITY:</b></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>37.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>38.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.b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.</p>	
<p>39. In the event the Purchaser terminates the Contract in whole or in part as provided in Contractor Default Liability clause 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 Delay in Completion/Liquidated Dameges Clause 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 Contractor Default Liability clause the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer</p>	

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.

B) In the event the Purchaser does not terminate the Contract as provided in Contractor Default Liability clause , 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 Delay in Completion/Liquidated Dameges Clause until the stores are accepted.

#### 40. ERECTION OF PLANT & MACHINERY:

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

**Supporting Documents from Vendor**

**Attachment - I:**

**Attachment - II:**

**Price Bid Form**

<b>Item Description</b>	<b>Slab Range</b>	<b>Qty</b>	<b>UOM</b>	<b>Currency</b>	<b>Unit Price</b>	<b>Total Price</b>
Vacuum Reflow Oven	-	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.