

Gallium Arsenide Enabling Technology Centre (GAETEC)

A Unit of *SITAR* (Society for Integrated Circuit Technology and Applied Research) **GOVERNMENT OF INDIA SOCIETY**

Vignyanakancha Post, Hyderabad-500069, Telangana, INDIA.

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INVITATION OF BIDS FOR SUPPLY OF 'Bond Pull & Die Shear Tester (Integrated) – 01 No.'

Tender / Request for Proposal (RFP) Reference No. MAT/KM/05227 dated 04.07.2018

To,

M/s

- _____
- _____
- Bids in sealed cover are invited for supply of items listed in Part IV of this RFP as per Two Bid System. Please superscribe the above mentioned Title, RFP reference number and date of opening of the Bids, as per Para 5 of Part I of the RFP, on the sealed cover to avoid the Bid being declared invalid.
 - The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:
 - Bids/queries to be addressed to: GM (MM), GAETEC
 - Postal address for sending the bids: VIGNYANAKANCHA POST,
HYDERABAD,
TELANGANA. (INDIA)
Pin code 500069.
 - Name & designation of the contact officer : Dr.V.Rajasheker, Manager (MM)
 - Telephone number(s) of the contact officer : +91-40-24589200/246
 - FAX Number(s) : +91-40-24589330
 - E-mail ID of contact officer : vrajasheker@gaetec.org / krao@gaetec.org
 - This RFP is divided into VI parts as follows:
 - Part I** contains **General Information and Instructions for the Bidders** about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - Part II** contains **Standard Terms and Conditions of RFP**, which will form part of the contract/Supply Order (herein after referred as the Contract) with the successful Bidder(s).
 - Part III** contains **Special Terms and Conditions** applicable to this RFP and which will also form part of the Contract with the successful Bidder(s).
 - Part IV** contains **Details of the Store(s)/Service(s) Required** e.g. Technical Specifications, Delivery Period, Mode of Delivery, Consignee details etc.
 - Part V** contains **Evaluation Criteria of Bids**.
 - Part VI** contains **Format of Price Bid**. Price bid needs to be printed on one side of paper only.
 - This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof or foreclose the procurement case at any stage. The Buyer also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security.
 - You may contact The CHIEF EXECUTIVE OFFICER, GAETEC, VIGNYANAKANCHA POST, HYDERABAD-500069, Telangana. INDIA for any grievance related to bidding condition, bidding process and/or rejection of bid. With regard to bidding condition, this shall be done in writing at least seven days in advance of the stipulated date of submission of bid.

Yours sincerely,

(A.V.S.K. RAO)
GM (MM)

Part- I - General Information and Instructions

1. **Last Date and Time for Depositing the Bids:** On 31/07/2017 (dd/mm/yyyy) at 11.00 Hrs.
The sealed Bid (both Techno-Commercial **ink- signed** and Price bid **ink -signed**, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Location of the Tender Box: Main Gate, Security, GAETEC, Hyderabad.** Bidders may drop their bids in the tender box at the designated place.
3. **Manner of Depositing the Bids:** Sealed Bids (**ink-signed**) should be either dropped in the Tender Box or sent by post at the address given, in the "Invitation of Bids", so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non- delivery/non- receipt of Bid documents. Bids sent by FAX or e-mail will not be considered unless they have been specifically called for by these modes.
4. **Time and Date for Opening of Bids:** On 31/07/2017 (dd//mm/yyyy) at 15.00Hrs.

If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.
5. **Place of Opening of the Bids: MM Department, GAETEC, Hyderabad, Telangana, India.**
The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Relevant parts and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of the participating Bidders. This event will not be postponed due to non- presence of your representative.
6. **Marking of Bids:** Bids must be clearly marked with Tender Reference No., Date of opening and Type of bid (Techno-Commercial/Price Bid).
7. **Procedure for Submission of Bid: Two Part Bid**

Two Part Bid System: Bid shall be submitted in two parts i.e. Part I - Techno-Commercial bid **ink -signed** and Part II - Price bid **ink- signed**. Both the parts of the Bid shall be submitted in separate sealed envelopes superscribing "Techno-Commercial bid" or "Price bid", as applicable, along with Tender Reference No. and put both the envelopes in a third sealed envelope superscribing Title of the RFP, Tender Reference No. and Date of Opening. Only the Techno-Commercial bids would be opened on the time and date mentioned above. Date of opening of the Price bids will be intimated after acceptance of the Techno-Commercial bids. The Price bid of the other Bidders, whose Techno-Commercial bid are found non-compliant, will be returned to the Bidders, in sealed and unopened condition as received.
8. **Forwarding of Bids -** Bids should be forwarded by Bidders, only, under their original memo/ letter pad inter alia furnishing details like TIN, VAT/CST/GST number, Bank address with EFT Account if applicable, etc. and complete postal and e-mail addresses of their office failing which the bid would not be considered.
9. **Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarifications by the purchaser will be sent to all prospective bidders who have received the bidding documents from the lab and would be posted on the website in case of advertised tender enquiry.
10. Indian firms need to quote only in Indian Rupees. An Indian firm can quote in FE on behalf of their OEM only if they are either a 100% subsidiary of the OEM or an Indian Agent of the foreign OEM in accordance with their agency agreement. The firms claiming to be:
 - a) A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified.
 - b) An agent of foreign OEM, for submitting the offer on behalf of OEM, would be required to produce a copy of their agency agreement with their principals and a copy of registration/enlistment with DRDO/Ministry of Defence/DGS&D as an Indian agent, if registered/enlisted, along with their Techno-Commercial bid, failing which their bid would be disqualified. It would be mandatory for an Indian agent to get registered/enlisted with DRDO/Ministry of Defence/DGS&D as an Indian agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified.
11. **Validity of Bids:** The Bids should remain valid for 90 (indigenous) / 120 (imported) days from the last date of submission of the Bids.

12. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his Bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax, however, it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity.
13. **Earnest Money Deposit:** Bidders are required to submit Rupees 1.5 Lakhs (One Lakh Fifty Thousand) only towards Earnest Money Deposit (EMD), in favour of "GAETEC-SITAR", payable at Hyderabad, along with their bids. In case of two bid system, EMD shall be enclosed in the envelope containing the Techno-Commercial bid. The EMD may be submitted by Indigenous bidder in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. In case of foreign bidder, EMD is to be submitted in the form of appropriate Bank Guarantee from a first class bank of international repute, EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Contract. EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Security Deposit from them as called for in the Contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organizations (e.g. DGS&D), National Small Industries Corporation (NSIC), Departments of MoD, other DRDO labs and as per the policy of Government of India in vogue. Such bidders would be required to furnish the relevant documents in their Techno-Commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.
14. **Clarification Regarding Contents of the Bids:** During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on his Bid. The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained after opening of bid.
15. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. Non-compliance of applicable General Information will disqualify you bid.
16. **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-registered for the range of items in this RFP, as per the policy in vogue.
17. Bidders must submit Quotation pertaining to themselves only except in cases covered under Para 10 above.
18. Bids of debarred/blacklisted firms will not be considered for evaluation.

Part-II Standard Terms and Conditions

The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Effective Date of the Contract:** In case of placement of supply order, the date of the supply order would be deemed as effective date. In case a contract is to be signed by both the parties, the contract shall come into effect on the date of signatures of both the parties on the contract (effective date) or as agreed during negotiations. The deliveries and supplies and performance of the services shall commence from the effective date of contract.
2. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions:

The case of arbitration may be referred to CEO or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

or

The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

or

The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings, shall be conducted in India under Indian Arbitration and Conciliation Act, 1996.

4. **Penalty for Use of Undue influence:** the Seller undertake that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement of any person in service of the Buyer or otherwise in procuring the Contract for forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with Government of India. Any breach of the aforesaid undertaking by the Seller or any anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the India Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer the cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2%per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

Or

The seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for promotion of their product. In such case, following details are to be submitted in the Techno-Commercial bid:

- a) Name of Agent
 - b) Agency Agreement between the seller and the agent giving details of their contractual obligation
 - c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
 - d) The nature of services to be rendered by the agent and
 - e) Percentage of commission payable to the agent
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder/Seller has violated the provisions of Para 3 and/or Para 4 above to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information/Books of Accounts.
7. **Non-disclosure of Contract Documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the Contract or any provision, specification, plan design, pattern, sample or information thereof to any third party.
8. **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the store/goods and conduct trials, installation of equipment, training etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.
9. **Liquidated Damages:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of value of stores that could not be put to use due to late delivery subject to a maximum of 10% of the total order value (inclusive of taxes and duty) of the Contract.
10. **Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:-
- i) The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.

Or

The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than **Three months** after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

- ii) The delivery of store/service is delayed due to causes of Force Majeure by more than **Three months** provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
 - iii) The Seller is declared bankrupt or becomes insolvent.
 - iv) The Buyer has noticed that the Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract.
 - v) As per decision of the Arbitration Tribunal.
11. **Notices:** Any notice required or permitted by the Contract shall be written in English Language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
12. **Transfer and Sub-letting;** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.
13. **Use of Patents and other Industrial Property Rights:** The Prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.
14. **Amendments:** No Provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.

15. Taxes and Duties:

i) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of store/services, including advance samples, shall be paid by the parties under the Contract in their respective countries. However, the corporate/ income tax, if applicable, will continue to be paid by the concerned party/individual.

ii) **In respect of Indigenous Bidders**

a) General

- If the quoted prices exclude the Excise Duty or Central Sales Tax/VAT/GST/ Service Tax or any other Statutory Duties/ Taxes, the same must be specifically stated with applicable rates. In the absence of same, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.
- If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring any request for change of duty/tax at a later date due to any reason whatsoever.
- Any addition to duty/tax and change in any duty/tax upward/downward as a result of any statutory variation in duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such variation of duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all relief's exemptions, rebates, concession etc., if any, obtained by the Seller.
- TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.

b) Custom Duty - To be paid at actual

c) GST - To be paid at actual.

d) Octroi Duty and Local Taxes - To be paid at actual.

Part III - Special Terms and Conditions

The Bidder is required to give confirmation of their acceptance of Special Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Security Deposit

- i) Indigenous Bidder:** The Seller may be required to furnish a Security Deposit by way of Cheque/Demand Draft (DD)/Bank Guarantee (BG), in favour of "GAETEC-SITAR" for a sum equal upto 10% of the Contract value. The BG should be valid upto 60 days beyond the scheduled date of delivery. The specimen of BG can be provided on request.
- ii) Foreign Bidder:** The Seller may be required to furnish a Security Deposit by way of Bank Guarantee (BG) from Seller's Bank through an internationally recognized first class bank, in favour of "GAETEC-SITAR" for a sum equal upto 10% of the Contract value. The BG should be valid upto 60 days beyond the scheduled date of delivery. The specimen of BG can be provided on request.

The Security Deposit will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the contract are not fulfilled by the Seller.

- 2. Repeat Order Clause:** The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the original contracted quantity under the Contract within six months from the date of supply/successful completion of this contract. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat Order or not.
- 3. Purchase Preference Clause:** Purchase preference will be granted to the nominated agencies for the Specified quantity as per the policy of Govt. of India in vogue.
- 4. Payment Terms:**
 - a) For Indigenous Seller:** The payment will be made as per the following terms, on production of the of the requisite documents:
 - i)** 90% payment within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or the date of receipt of the bill whichever is later. Balance 10% payment will be released after completion of warranty / guarantee period. This can also be released on furnishing an irrevocable bank Guarantee / DD in the prescribed format for the equivalent amount valid for the duration of such warranty / guarantee, wherever applicable (in case warranty clause is applicable).
 - b) For Foreign Seller:**
 - i)** 80% payment after shipment, 10% after installation of stores / equipment in good condition. Balance 10% payment against PBG (Performance Bank Guarantee) or after completion of the warranty period.
- 5. Advance Payments:**

No advance payment will be made.
- 6. Part Supply and Pro rata Payment:**

Part supply will not be acceptable.

7. Mode of Payment

a) **For Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.

b) **For Foreign Sellers:**

(i) The payment will be arranged through Letter of Credit from Reserve Bank of India/State Bank of India/any other Public Sector Bank, as decided by the Buyer, to the Bank of the Foreign Seller as per mutually agreed terms and conditions. The Letter of credit will preferably be opened with validity of 90 days from the date of its opening, on extendable basis by mutual consent of both the parties. Letter of Credit opening charges in India will be borne by the Buyer. However, the extension charges, if any, will be borne by the party responsible for the extension.

(ii) For contract costing up to US\$ 100,000 (or equivalent), preferable mode of payment will be by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of clean Bill of Lading/AWB/Proof of shipment and such other documents as are provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.

8. Documents to be Furnished for Claiming Payment:

i) **Indigenous Sellers:** The payment of bills will be made on submission of the following documents by the Seller to the Buyer:

- a) Ink-signed copy of Contingent Bill **(Not applicable)**
- b) Ink-signed copy of Commercial Invoice/Seller's Bill
- c) Bank Guarantee for Advance, if applicable
- d) Guarantee/Warranty Certificate.
- e) Performance Bank Guarantee/Indemnity Bond, if applicable.
- f) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (f these details are not already incorporated in the Contract).
- g) Original copy of the Contract and amendments thereon, if any.
- h) Any other document. Certificate that may be provided for in the Contract.

ii) **Foreign Sellers:** In case of payment through Letter of credit (LC), paid shipping documents are to be provided to the Bank by the Seller as a proof of dispatch of goods as per contractual terms/LC conditions so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by the Buyer. Documents will include:

- a) Clean on Board Airway Bill/Bill of Lading
- b) Original Invoice
- c) Packing List
- d) Certificate of Origin from Seller's Chamber of Commerce, if any.
- e) Certificate of Quality and year of manufacture from OEM.
- f) Dangerous Cargo Certificate, if applicable.
- g) Insurance Policy of 110% value in case of CIF/CI Contract.
- h) Certificate of Conformity and Acceptance Test at PDI, if any.
- i) Physio-sanitary/Fumigation Certificate, if any.
- j) Performance Bond/Warranty Certificate.
- k) Any other documents as provided for in the Contract.

9. **Force Majeure Clause:**

i) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockage, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

ii) In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.

iii) The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.

iv) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organizations of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.

v) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, the party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. **Export License:** The Bidder is required to furnish full details and formats of End Use Certificate required for obtaining export clearance from the country of origin. This information will be submitted along with Techno-Commercial bid. In the absence of such information, it would be deemed that no document is required from the Buyer for export clearance from the country of origin.

11. **Terms of Delivery:-**

For Foreign Bidder: Foreign bidders are required to quote both on CIF/CIP GAETEC, HYDERABAD, INDIA and FCA/FOB (Gateway) basis. If CIP/CIF cost is not available, an additional 10% of FCA/FOB cost over and above quoted FCA/FOB cost will be loaded on their respective bid for comparison purposes.

For Indigenous Bidder: The delivery of goods shall be on F.O.R. GAETEC, HYDERABAD basis.

12. **Packing and Marking Instructions:-**

a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standard in force in the territory of the Seller's country.

c) A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.

i) Part Number:

ii) Nomenclature:

iii) Contract annex number:

iv) Annex serial number:

v) Quantity contracted:

d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in case No.1 painted in a yellow colour.

e) The Seller shall mark each package with indelible paint in English language as follows:-

- (i) Contract No. _____
- (ii) Consignee: _____
- (iii) Port/Airport of destination _____
- (iv) Ultimate Consignee _____
- (v) Package No. _____
- (vi) Gross/net weight _____
- (vii) Overall dimensions / volume _____
- (viii) The Seller's Marking _____

- f) If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.
- g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.

13. **Inspection Instructions: Applicable**

- (i) Post Delivery inspection on receipt of store
- (ii) **Inspection Authority:** The Inspection will be carried out by a representative of the Lab/Estt. duly nominated by the CEO, GAETEC.

14. **Franking Clause:**

- i) **In Case of Acceptance of Store(s):** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract."
- ii) **In Case of Rejection of Store(s):** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Contract"

15. **Claims:**

- i) The quantity claims for claims for deficiency of quantity and/or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- ii) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

16. **Warranty:-** The Seller will declare that the goods, stores articles sold/supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The Seller will guarantee that the said goods/stores/articles would continue to conform to the description and quality for a period of **12 months** from the date of acceptance/installation of the said goods stores/articles. If during the aforesaid period of 12 months, the said goods/stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer.

17. **Product Support:**

- (i) The Seller agrees to provide Product Support for the stores, assemblies/sub-assemblies, fitment items, Spares and consumables, Special Maintenance Tools (SMT)/Special Test Equipments (STE) for a minimum period of **10 Years** including **01 Year** of warranty period after the delivery
- (ii) The Seller agrees to undertake a Maintenance Contract for a minimum period of **02 Years/24 months**. The seller is required to quote the price for both comprehensive and non-comprehensive maintenance of the equipment after the expiry of warranty period in the price bid.

18. Annual Maintenance Contract (AMC) Clause: **May be quoted separately.**

19. Intellectual Property Rights (IPR): The rights of Intellectual Property, developed under the Contract, will be either the property of Govt. of India or jointly owned by the Govt. of India and the Development Partner. The holding of rights of intellectual property will be decided by the Buyer based on the merits of the case. Even where IPR is jointly held, Govt. of India will have the marching rights on IPR, i.e., the Development Partner will have to give technical know-how/design data for production of the item to the designated Production Agency nominated by Govt. of India. The Development Partner will, however, be entitled to license fee/royalty from designated agency as per agreed terms and conditions. The Development Partner will also be entitled to use these intellectual properties for their own purposes, which specifically excludes sale or licensing to any third party.

Part IV - Essential Details of Items/Services Required

1. **Schedule of Requirements:** List of items / services required are as follows –

Name/Description of Item / Service(s)	Qty required
BOND PULL & DIE SHEAR TESTER (INTEGRATED) WITH SPECIFICATIONS ENCLOSED as per ANNEXURE-B	01 No.

2. **Technical Details:**, as per *Annexure 'B'*.

3. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit compliance statement for the technical parameters separately in the following format along with the Techno- Commercial Bid:

Para of RFP specifications (item-wise)	Specifications of item offered	Compliance to RFP specifications- whether Yes/NO Supporting Documents should be provided for claiming specifications.	Remarks (In case of non-compliance, deviation from RFP to be specified in unambiguous term. In case of compliance, catalogue / brochure reference, if available, to be indicated.)

For Commercially-Off-The-Shelf (COTS) items, it is mandatory to enclose catalogue/technical brochure to support the claims of compliance.

4. **Delivery Period:** Expected Delivery Period for supply of items/rendering services would be within 4 months from the Effective Date of the Contract. Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/without LD clause will be at the sole discretion of the Buyer.
5. **INCOTERMS for Delivery and Transportation (for Foreign Bidders only):** Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the Contract, the applicable rules and regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERM 2010) evolved by International Chamber of Commerce, Paris.
6. **Consignee details:** (The lab shall provide the consignee details)

Name: A.V.S.K.RAO, General Manager.

Address: GAETEC, Vignyanakancha Post, Hyderabad-500069, Telangana, India.

Contact details: (T) +91-40-24589200/246 (F) +91-40-24589330

Part V - Evaluation Criteria of Bids

1. **Evaluation and Acceptance Process:** The bid will be considered and selected based on instructions contained in Part I of the RFP for further evaluation of bids as per sequence given below:
 - i) Bids of the qualified bidders will be considered for further evaluation as mentioned in Part IV of the RFP.
 - ii) **Price Bid Evaluation:** The Price bid of those bidders whose Techno-Commercial bid (if applicable) has been accepted will be opened and comparative statement will be prepared. The best acceptable bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Part VI of the RFP.
2. **Procedure for Cost Comparison:** The basis for comparison of cost in different situations would be as follows:
 - a) If competition is only among Indian bidders, the financial implication should be considered on the basis of FOR prices at destination, i.e., all inclusive cost viz. basic price plus taxes, freight, insurance etc. payable by the GAETEC after availing various benefits of exemptions from taxes/duties as applicable to GAETEC.
 - b) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
 - c) If competition is among foreign bidders, the basis for comparison should be the landed price at the destination (designated port) in accordance with Para 11 of Part-III of the RFP.
 - d) If competition is amongst Indian and foreign bidders, the CIP/CIF cost quoted by the foreign bidders would be the basis for comparison with the basic cost (FOR) offered by Indian bidders, after off loading the Excise Duty, Custom Duty, Central Sales Tax (CST)/ Value Added Tax (VAT) /GST and other local taxes and levies. The term Indian bidders would also include DPSUs and Indian Ordnance Factories.
3. The best acceptable bid will be considered further for placement of the Contract after price negotiation as decided by the Buyer.

Part VI - Price Bid - (Format)

1. **Price Bid Format:** The Price Bid Format as given below is required to be filled by Bidders:

i) Basic cost of the item/items:

Sl. No.	Description of item	Unit Cost (Currency)	Qty .	Total Cost (Currency)
A				
B				
C				
Total Cost				

- ii) Accessories
- iii) NRE
- iv) Installation/Commissioning Charges
- v) Training
- vi) Technical Literature/Documentation
- vii) Tools
- viii) Any other item
- ix) Quantum of discount, if offered
- x) Is Excise Duty (ED) extra? If yes, then mention following:-
 - a) Total value of items on which Excise Duty is leviable:
 - b) Rate of Excise Duty (item-wise, if different ED is applicable):
 - c) Surcharge on Excise Duty, if applicable?
 - d) Total value of Excise Duty payable:
- xi) Is Excise Duty Exemption (EDE) required:
- xii) Is GST extra? If yes, then mention following:
 - a) Total value on which GST is leviable:
 - b) Rate of GST:
 - c) Total value of GST leviable:
- xiii) Is Service Tax extra? If yes, then mention following:
 - a) Total value of Services on which Service Tax is leviable:
 - b) Rate of Service Tax leviable:
 - c) Total value of Service Tax leviable:
- xiv) Is Custom Duty Exemption (CDE) required: If yes, then mention following:
 - a) CIF value of stores to be imported:
 - b) Rate of Customs Duty Payable
 - c) Total amount of Custom Duty payable:
- xv) Octroi/Entry taxes:
- xvi) Any other Taxes/Duties/Overheads/Other costs:
- xvii) Grand Total:
- xviii) Comprehensive AMC: IF APPLICABLE
- xix) Non-Comprehensive AMC cost : IF APPLICABLE
- xx) ToT Cost: IF APPLICABLE

Annexure-B (Tender Ref: MAT/KM/05227)

Specifications for BOND PULL & DIE SHEAR TESTER (Integrated)

Sr. No.	Specifications
1.	<p>The system should be capable of performing following:</p> <p>a) Wire bond and Ribbon pull test both non-destructive / destructive test inside the MMIC, MIC & LTCC packages in compliance with MIL STD. 883E, Method 2011&2023.</p> <p>b) Die Shear test on attached GaAs/GaN Die inside the MMIC, LTCC & MIC packages in compliance with MIL STD.883E, Method 2019.</p>
2.	Tests to be performed: Bond pull of gold wire, gold ribbons, and die shear.
3.	The system should be capable of carrying out destructive as well as non-destructive testing with step back facility.
4.	The system should be capable of testing wire diameters of 0.5 mil to 2.0 mil and ribbons 0.5 mil to 1.0 mil thick & 5.0 mil to 20.0 mil wide with essential tools (1 mil = 25.4 µm).
5.	<p>Force Range for Pull & Shear :</p> <ul style="list-style-type: none"> • Range of wire pull module for wire /ribbon bond strength 1gmf to 100gf or better. • Die-shear module with ranges up to 20 kgf or better
6.	<p>Deep Access:</p> <p>System should be capable to carry out deep access pull test with in packages with depth of 2 mm to 25mm. Required range 1 gmf to 100 gmf or better. Vendor must specify tool length & force range.</p>
7.	<p>Accuracy:</p> <p>Accuracy for measurement ± 0.5% or better on full scale.</p>
8.	<p>Main System: Closed loop control system, Integral control console and a PC based system.</p> <p>a. Motorized X-Y Stage size with travel of 150mm X 150mm minimum and controlled by joy stick, with 1.0 µm resolution or better with travelling speed 0.2 mm/sec to 5.0 mm/sec or better.</p> <p>b. Motorized Z Stage with 60 mm minimum of travel, and controlled by joy stick, 1.0 µm resolution or better.</p> <p>c. Test travelling speed in Z direction 0.2 mm/sec to 5.0 mm/sec or better.</p> <p>d. Joysticks for stage movement, height control and tool rotation control</p>
9.	<p>Microscope:</p> <p>a. Zoom range 1.0-4.0x or better</p> <p>b. Magnification range 10x-30x/ with eyepiece 10x or better</p> <p>c. Working distance 100mm minimum. (Z direction)</p> <p>d. Must be focused on sample stage with proper illumination system.</p> <p>e. Field of view min. 30.0 mm</p> <p>f. ESD Safe</p> <p>g. Microscope mounts stay in focus with height adjustment.</p>
10.	<p>Samples fixing</p> <p>Universal device holder & adapter, which should be compatible to hold the samples to perform all the above tests. (sample size: 3mm x 3mm to 100mm x 100mm). The work surface should have provision of micrometer in order to move the axes manually. Two work holders (with vacuum hold option) for holding the samples to be provided.</p>
11.	<p>Calibration Weights:</p> <p>Compatible calibration weights (M1 Grade with necessary certificate) along with necessary die-shear & pulling tools, needles, hooks, accessories etc. must be quoted.</p>
12.	<p>Calibration:</p> <p>a. Vendor has to support for calibration of equipment at least once in a year for minimum 3 years (warranty period)</p> <p>b. The calibration support should be available for at least 10 years</p>
13.	Vendor should provide the necessary toolbox along with machine for regular maintenance if any.
14.	Vendor to specify the utility requirements of the system like CDA, vacuum etc if any.
15.	Supplier should provide the detailed catalogue and data sheet/leaflets along with quotations.

16.	Vendor should provide two sets of operating manual in printed as well as soft copies.
17.	Spares & Accessories: Vendor shall provide all essential operating accessories & also separately quote for additional optional accessories / spares for smooth running of equipment.
18.	Spares availability : Supplier should ensure spare parts availability for next ten years from the date of installation.
19.	Authorization : Item must be supplied by original manufacturer/authorized distributor. In the case of distributor, a copy of authorization letter from their manufacturer must be enclosed.
20.	Installation , demonstration & training: Installation and demonstration of the machine as per the compliance must be done at GAETEC, Hyderabad. Two days training should also be provided after successful installation.
21.	Vendor should quote for the all necessary items for the smooth operation of the machine which may not included in the above mentioned specifications.
22.	On Site warranty: Total three years including standard warranty.
23.	Non Comprehensive AMC (Labour only) As an option separate quotation for non-comprehensive AMC for 3 years (after completion of warranty period) should be provided. <u>Preventive Maintenance:</u> Non-comprehensive AMC should cover 3 preventive maintenance and 2 break down maintenance (if needed) visits per year.
24.	Compliance statements: Manufacturer shall enclose a <u>compliance statement/chart with respect to all the specification, point by point.</u> The quotation should be supported with technical catalogues/brochures.
25.	Quote separately for additional wire pull hooks as per list below: 0.001-inch diameter wire (20 nos.) 0.002-inch diameter wire (5 nos.) 5 mil ribbon bond (05nos.) 10mil ribbon bond (05nos.) 20mil ribbon bond (05nos.)
26.	Quote separately for additional die shear tool as per list below: 0.030 inch wide/face (05nos.) 0.050 inch wide/face (05nos.) 0.100inch wide/face (05nos.) 0.150inch wide/face (05nos.) 6mm wide/face (05nos.) 8mm wide/face (02nos.).
27.	Quote separately for critical spares that may be required for system maintenance
28.	List of users: List of users for the quoted system should be provided along with the technical part of the offer.