

Central Electronics Engineering Research Institute
केन्द्रीय इलेक्ट्रॉनिकी अभियांत्रिकी अनुसंधान संस्थान
Pilani (Rajasthan)-333 031
पिलानी (राजस्थान) 333 031

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Gram : “ELECTRONIC” Pilani

No. 294/PSC-109/SNG/10-Pur/2013/T-63

REGISTERED

Dated: 26.8.2013

TENDER DOCUMENTS

M/s. _____

Sub: Supply of Dry Scrubber for PECVD System.

Dear Sirs,

The Director, Central Electronics Engineering Research Institute (CEERI), Pilani – 333 031, invites you to quote for the stores as per the **SCHEDULE OF REQUIREMENT ANNEXURE-I ON FIXED PRICE BASIS**. Sealed quotation must be submitted on the specified date & time. **THE QUOTATIONS RECEIVED THROUGH FAX/E-MAIL/TELEGRAM/TELEX in open condition will not be considered.**

2. Quotation duly completed in all respects must reach **THE STORES & PURCHASE OFFICER, CEERI, PILANI NOT LATER THAN 2.30 P.M. ON 18.9.2013 AND THE SAME WILL BE OPENED ON 18.9.2013 AT 3.30 PM.** The Due Date & Time and Opening Date & Time will not be extended at all.

YOU ARE ADVISED TO GO THROUGH THIS DOCUMENT CAREFULLY AND TO COMPLY WITH ALL THE REQUIREMENTS OF THIS DOCUMENT.

NOTE: QUOTATION SHALL BE CLOSED WITH SEALED WAX.

6. Director, CEERI reserves the right to accept any or all tenders either in part or in full without assigning any reasons thereof.

INSTRUCTIONS :-

1. Commercial Terms and Conditions without any indication of price.
2. Quotation should be submitted directly by the manufacturer/supplier or its sole authorized distributor/dealer. In case of bid by authorized dealer/distributor, the manufacturer authorization should be attached with the technical bid as per Annexure –“G”.
3. In case a bidder is not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty and post-warranty period.
4. The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
5. The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
6. Before the deadline for submission of the bid, CEERI reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/email and will also be hosted on CEERI website.
- 7. Conditional tender will be summarily rejected.**
8. The Bid shall be prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and CSIR-CEERI shall be written in English language only.
9. The vendor must be quoted on FOB/FCA value up-to shipping Airport of the exporting country showing Ex-works prices, packing, forwarding, documentation and inland freight etc.
10. The price quoted by the bidder shall remain un-changed during the contract period and shall not vary on any account.
- 11. The vendor must be quoted all lots and items listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.**

12. **Custom Duty** – We are registered with Department of Scientific and Industrial Research (DSIR) vide TU/VIRG-CDE(39)/2001 dated September 25, 2001 for availing custom duty exemptions under Government Notification No. 51/96 Custom dated 23 July, 1996. We shall pay concessional custom duty.
13. **Excise Duty** – We are exempted from the payment of Excise Duty under notification number 10/97. Hence Excise Duty if any, should be shown separately for which excise exemption certificate will be issued.
14. **Sales Tax** – The percentage of Sales Tax as applicable should also be specified clearly in the quotation. However concessional Sales Tax is allowed by states to R&D units against concessional / Sales Tax Certificate which will be issued along with order. We are not eligible to issue Form “C” or “D”.
15. **Indigenous Supplies** – For Indigenous supplies, the prices should be FOR CEERI inclusive of packing, forwarding, installation and commissioning, freight and insurance charges. In case of Ex-Works Prices, The Packing, Forwarding Freight, Insurance, Installation/ Commissioning charges must be clearly quoted in your quotation. No other charges than those mentioned in the quotation will be paid.
16. **Bid Currencies** – The vendor shall be quoted prices in Indian Rupees for offers submitted for supply within India and in freely convertible foreign currency in case of the items offered of foreign countries.
17. The technical details and specifications of the items must be indicated clearly point by point conforming to the description of the item/specifications enclosed to this tender Annexure – I along with Commercial terms & conditions such as payment terms, delivery date applicable packing, forwarding, freight, insurance, taxes and duties, installation and commissioning. As per Annexure – I. **WHERE THERE IS NO MENTION OF THE ABOVE TERMS AND CONDITIONS SUCH QUOTATIONS SHALL BE REJECTED AS INCOMPLETE.**
18. Our tender specifications/drawings and technical documents duly stamped and signed by your authorized signatory on all pages in toke of acceptance of our tender specifications/technical requirement and terms and conditions.
19. Comparative statement of technical offers drawing a comparison between your offered specifications and our tender specifications bringing out clearly the deviations, if any.
20. **THE VENDOR MUST BE OFFERED THE VALIDITY OF QUOTATION AS MENTIONED IN TENDER DOCUMENT. IF THE BID VALIDITY IS SHORTER THAN THE REQUIRED PERIOD, SUCH QUOTATIONS SHALL BE REJECTED AS INCOMPLETE.**

- 21. THE PRICE MUST BE QUOTED ON FOB/FCA VALUE UP-TO INTERNATIONAL SHIPPING AIRPORT OF THE EXPORTING COUNTRY SHOWING EX-WORKS PRICE, PACKING, FORWARDING, DOCUMENTATION ETC. IF ANY FIRM QUOTED THE PRICE ON EX-WORKS ONLY SUCH QUOTATIONS SHALL BE REJECTED AS INCOMPLETE.**
- 22. Deadline for Submission of Bids :- Bids must be received by the CEERI at the address specified in invitation for bids no later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the CEERI, the Bids will be received up-to the appointed time on the next working day.**
- 23. LATE BIDS :- Any bid received by the CEERI after the deadline for submission of bids prescribed by the CEERI will be rejected. Such tenders shall be marked as late and not considered for further, evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.**
- 28. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.**

TERMS AND CONDITIONS

1. **1. PRICE (A) In case of Import of goods :- The price must be quoted on FOB/FCA value up to international Shipping Airport of the Exporting country showing ex-works prices, packing, forwarding, documentation, Bank charges outside India inland freight charges separately.** The Vague terms mentioned in the quotation like “packing, forwarding charges etc. extra” without mentioning the amounts of these charges will not be accepted. The airfreight and insurance shall be arranged and paid directly by us in Indian Rupee at our end.
- Desired Port of shipments :- U.S.A. – New York, Los Angeles, Chicago, Boston, San Francisco, Dallas, Atlanta, U.K. – Heathrow, Germany – Frankfurt, Japan – Tokyo, Netherlands – Amsterdam, France – Paris, Canada – Montreal, Singapore – Singapore, Switzerland – Zurich, Italy – Milan, Hong Kong – Hong Kong, Sweden – Stockholm, Australia – Melbourne, Austria- Vienna, Belgium – Brussels, Denmark – Copenhagen, Taiwan – Taipei, Malaysia Kuala Lumpur, Korea – Seoul, Russia – Moscow, China – Beijing.**

(B) In case of Indigenous Supplies :- For Indigenous supplies, the prices should be FOR CEERI inclusive of packing, forwarding, installation and commissioning, freight and insurance charges. In case of Ex-Works Prices, The Packing, Forwarding, Freight, Insurance, Installation/Commissioning charges must be clearly quoted in your quotation. No other charges than those mentioned in the quotation will be paid.

2. **PACKING :-** The goods must be packed by standard packing material and standard export / import packing material in case of import failing which supplier will only be responsible for any damages / discrepancies to the consignment due to poor packing of goods.
3. **PERIOD OF DELIVERY :-** The goods must be delivered within 90 days from the date of firm order positively. However if this delivery period is not acceptable to you, please quote your fixed date of delivery.
4. **VALIDITY OF OFFER :-** The prices must be valid for a period of six months from the date of opening of the quotation. No upward changes in prices will be acceptable in any condition after opening of tender.
5. **PRE INSTALLATION REQUIREMENTS –** Pre installation requirements like Space, Power Supply, Water Line or any other essential requirements which are to be kept ready / completed by CSIR-CEERI before supply of equipment, must be quoted by the bidder clearly in their quotation to avoid the delay in Installation & Commissioning of equipment.
5. **INSTALLATION/COMMISSIONING:-**The equipment must be installed/commissioned and demonstrated by the supplier at CSIR-CEERI within 30 days after delivery of goods at CSIR-CEERI and the same will be put under operation to the satisfaction of our technical expert/scientist who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.
6. **GUARANTEE :-** The equipment must be guaranteed / warranted for a period of one year (Un-conditional warranty) from the date of its satisfactory installation/commissioning against all manufacturing defects. If the equipment is found defective during this period the whole equipment or part thereof will have to be repaired/replaced by the supplier free of cost at CEERI. However, if the items are guaranteed/warranted for a period of more than one year, it may be specifically mentioned in the quotation. In case the firm fails to rectify the defects and equipment is not put to proper function to our satisfaction, the whole equipment will be returned to the supplier at their cost. Either the supplier will replace the whole equipment to our satisfaction or whole money paid FOR CSIR-CEERI on the account of purchase of the equipment will be refunded by supplier to CSIR-CEERI.

7. **SPARE PARTS :-** The availability of spare parts must be guaranteed for a period of 10 years. In case of discontinuation of the equipment, you have to intimate us in advance.
8. **AFTER SALE SERVICE :** It must be clearly indicated in the quotation whether the after sales service would be provided. by supplier himself or by their authorized agent after satisfactory installation/commissioning of equipment.
9. **INDIAN AGENTS :-**
- (a) **Authorized Agent Certificate of his principal must be submitted by Indian Agent along with his quotation, failing which the quotation shall not be considered. (Format enclosed)**
- (b) **The Indian Agents Commission must be declared by the Foreign Supplier /Indian Agent in the quotation which will be paid in Indian Currency after satisfactory installation & commissioning / functioning of the equipment.**
- 11 **FOREIGN SUPPLIER :-** Foreign supplier / manufacturer are required to submit their quotation directly to CSIR-CEERI with in due date and time. In case foreign supplier / manufacturer are willing to submit their quotation through his authorized agent in India, The Indian Agent can submit his quotation along with Foreign Supplier authorization Certificate
12. **PAYMENTS :- A. FOR IMPORTS :**
Through Letter of Credit :- L/C will be opened for 100% FCA/FOB value after receipt of acceptance of order from the successful tenderer along with performance bank guarantee for 10% amount of order value valid up to expiry of warranty period plus 2 months. The 90% amount of L/C shall be released on presentation of complete shipping documents. Balance 10% of order value shall be released after satisfactory installation and commissioning of the equipment.

BANK CHARGES :- The bank charges out side India will be to the account of Supplier

B. FOR INDIGENEOUS : The payment will be made against bill only after supply of goods in good working conditions and satisfactory installation/commissioning and performance of the equipment at CSIR-CEERI and after acceptance certification by our technical expert/scientist. However, supplier will be required to submit performance bank guarantee for 10% amount of the total value of order along with acceptance of our order valid up to expiry of warranty period. In case of non fulfilling the commitments the Bank Guarantee will be forfeited.

C. No advance payment will be made to any supplier

- 13 **TRAINING :-** The supplier shall provide the training at CSIR-CEERI, Pilani to CSIR-CEERI Scientist/ Technical persons at FREE OF COST at the time of installation.
- 14 **INSPECTION :-** The consignment shall be opened in the presence of firm's representative and inspection of the system will be done by our technical expert /scientist in the presence of firms representative at CSIR-CEERI. In case firms representative is not available, the inspection will be done by CSIR-CEERI. The discrepancies will be intimated to supplier accordingly. All short supplies will be arranged by supplier on FOR CSIR-CEERI basis. In case of receipt of the material in damaged or defective condition the supplier will have to arrange the replacement of goods free of cost pending the settlement of the insurance case wherever applicable.
15. **PENALTY :-** In case the delivery of goods is not made on or before the prescribed date of delivery or the installation and commissioning is not completed within stipulated period by the supplier a penalty @ 0.5% per week of order value will be charged to a maximum of 5% from the successful tenderer.
16. **PERFORMANCE SECURITY :-** An unconditional performance bank guarantee from scheduled bank for 10% amount of order value has to be furnished by successful tenderer along with acceptance of our order towards the performance security within 21 days of the placement of order failing which the order shall be deemed as terminated. The bank guarantee must be valid up to delivery period and installation & commissioning period warranty period plus 2 months. In case of any breach of contract the bank guarantee will be forfeited.
17. **DELETION OF NAMES OF DEFAULTING PARTIES:-** Names of parties backing out/defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of EMD submitted by the party. Those firms have already been Black listed by CSIR / Govt. of India, need not apply /quote.
18. **UNSOLICITED QUOTATION/LATE QUOTATION:-** Unsolicited quotation/incomplete quotations / late or delayed tenders shall not be considered at all. Post tender revision/corrections shall also render their tender liable for rejection. It is the responsibility of the bidder to ensure that the bid complete in all respect is received in CSIR-CEERI before the last date of receipt of tenders. CSIR-CEERI will not be responsible for the loss/delay in transit of any bid.

- 19. COMPLIANCE STATEMENT :-** Tenderers are required to furnish a compliance statement of each and every specification of our tender supported by the technical literature/leaflet in the following format, preferably giving the price of each of the specification or part/accessories of the equipment required to be quoted. The deviations, if any from the tendered specifications should be clearly brought out in the statement. Similarly, the compliance of each of the required terms and conditions of the tender may also be stated in the form of a separate compliance statement along with quotation (with techno commercial bid in case of two bid system). Deviations may be given in separate column.

The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer will be treated incomplete and can be ignored. It must be certified that the quoted equipment is of latest technology.

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. No.	Name of Specifications/ part/ Accessories of tender enquiry	Specifications of quoted Model / Item	Compliance Whether “YES” OR “NOT”	Deviation, if any to be indicated in un-ambiguous terms
1	2	3	4	5

FORMAT OF COMPLIANCE STATEMENT OF TERMS & CONDITIONS

Tender Terms and Conditions	Whether acceptable or not	Deviation from Tender Terms, if any
1	2	3

- 20 FORCE MAJEURE:-** Neither of the Parties hereto shall be liable for damage or have the right cancel for any delay or default in performing it's control including but not limited to Fire, Storm, Floods, Earthquakes, acts of God, Government restriction, continuing domestic or international problems (such as wars, rebellion, insurrections, strikes, riots, work stoppages, labour dispute) or delay as to ancillary materials, which affect the dates of fulfillment of any obligations as per the Purchase Order. Such dates will be respectively postponed for the period of continuance of such force majeure circumstances and the other party can suspend the performance of it's obligations correlated to the postponed obligation of the effected party.
The obligation thus postponed shall be resumed after the force majeure circumstances have ceased. At the beginning, during and at the pre-visible end of the force majeure circumstances the parties shall promptly consult with each other about appropriate counter measures to be taken.
If the performance of obligations of any party should be delayed more than six (06) months by reasons of force majeure circumstances mentioned above, the parties shall mutually consult about subsequent performance of obligations.
- 21 CANCELLATION OF ORDER :-** In the event of vendor's failure to execute the order as per terms and conditions mentioned therein. CSIRCEERI reserves the right to cancel the Purchase Order without any obligation. The Bidder may also specify obligations if CSIR-CEERI decides to cancel the Purchase Order for reasons attributable to CSIR-CEERI.
- 25. ARBITRATION:-** All disputes or differences arising under and out of, or in connection with the contract, if concluded, shall be referred to the sole arbitration by an arbitrator appointed under the provisions of Indian Arbitration Act. 1940 by CSIR/CEERI. The same shall be binding on both the parties.
- 26. ACCEPTANCE OF OFFER :-** The Director, CSIR-CEERI reserves the right to accept or reject any quotation / tender in part or full without assigning any reason thereof. No interim inquiries will be attended to.
- 27 FALL CLAUSE :-** The supplier shall certify that if the prices go downwards before execution of our order than the quoted prices, the benefit in this situation shall be allowed to CSIR-CEERI by the supplier. The supplier shall certify that the equipment material shall not be supplied to anyone less than the contract price during the period of execution of CSIR-CEERI order.

STORES & PURCHAE OFFICER

SCHEDULE OF REQUIREMENT

Tender No. 294/PSC-109/SNG/10-Pur/2013/T- 63

Date : 26.8.2013

Last Date & Time for receipt of Tenders 18.9.2013 at 2.30 PM

Date & Time of Opening 18.9.2013 at 3.30 PM

Sl. No.	Description of Stores	Qty.
1.	Dry Scrubber for PECVD System Specification sheet enclosed.	1 No.

STORES & PURCHASE OFFICER

Specifications of dry scrubber system for PECVD equipment

Name of the equipment: Dry scrubber system for abatement of exhaust gases from PECVD process

1. Gases used in PECVD processes (to be abated at exhaust by dry scrubber)

Gas	Purity	Typical flow rate (sccm)
SiH4	99.997 %	50
NH3	99.999%	200
PH3	3% PH3 in H2 (H2 purity: 99.995%)	5
B2H6	5% B2H6 in He (He purity: 99.998%)	5
N2 for dilution		20 SLM

Other gases used in PECVD processes:

CF4 – 50 sccm, N2O – 200 sccm, H2 – 100 sccm, Ar – 500 sccm

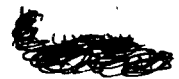
Specifications/ Features of the system:

1. Should be compact and stand alone
2. Should be easy to run and maintain
3. Should have chemisorption based dry scrubbing technology
4. Room temperature operation
5. Single column based
6. Inlet and outlet of the scrubber should have KF25 connectors
7. Outlet of the scrubber to be connected, through flexible SS316L braided pipe, to the 6” diameter SS exhaust duct with welded KF 25 connector
8. Gas concentrations from the outlet of scrubber should be below the threshold limit value (TLV) of the treated gases as per international standards
9. Total gas flow ≥ 50 SLM
10. Necessary control and display for operation and safety
11. Monitoring of absorbent usage
12. Material of construction: non-corrosive (specify)
13. Should be able to operate outside clean room area
14. System should operate either on single phase $230 \pm 5V$, 50 Hz, AC or three phase $415 \pm 10V$, 50 Hz, AC power supply

General conditions

15. System/ components should be from reputed OEM
16. Vendor should specify life of absorbent column
17. Vendor should provide disposal/replacement/refilling service of absorbent column
18. Vendor should provide contact details (with e-mail address, phone no.) of customers where such systems have been installed and are in use globally
19. Vendor should specify other utilities requirement, if any

10/A



20. Vendor should provide one year warranty
21. Vendor should provide extended warranty (optional) after expiry of one year warranty
22. After sale service and technical support should be provided
23. Spares should be quoted as optional
24. Technical literature, brochure, catalogue should be provided
25. Operation and troubleshooting manual should be provided
26. Installation and commissioning to be done at CEERI, Pilani by the vendor
27. Compliance statement against each specification/feature should be provided

~~XXXXXXXXXX~~

10/B

(TECHNO-COMMERCIAL BID)

1. Schedule to Tender No. :
2. Name of the Tenderer :
3. Time & Date of Receipt of Tender :
4. Opening of the Techno Commercial Bid. :
5. The tender shall remain valid for acceptance for 120 days from the date of opening of the tender

S. No.	Description of stores	Qty.	Place & Date by which delivery is to be made

TERMS & CONDITIONS :

1	Director, CEERI, Pilani (Raj.)	
2.	Packing	
3.	Forwarding	
4.	Sales Tax	
5.	Excise Duty	
6.	Installation & Commissioning	
7.	Freight	
8.	Insurance	
9.	Validity of quotation	
10.	Delivery Period	
11.	Mode of Delivery/Shipment	
12.	Guarantee/Warranty	
13.	Spare Parts	
14.	After Sale Service	
15.	Indian Agent's Commission	
16.	Payment	
17.	Inspection	
18.	Training	
19.	Penalty	
20.	Performance Security	
21.	Compliance Statement	
22.	User's List.	

STATION:

DATE:

(Signature of the Supplier with
Office Stamp).

Address:
Tel. Address

MANUFACTURER'S AUTHORIZATION FORM

(The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: (insert date (as day, month and year) of Bid Submission)

Tender No.: (insert number from Invitation for Bids)

To : (insert complete name and address of Purchaser)

WHEREAS

We (insert complete name of Manufacturer), who are official manufacturers of (insert type of goods manufactured), having factories at (insert full address of Manufacturer's factories), do hereby authorize (insert complete name of Bidder) to submit a bid the purpose of which is to provide the following Goods, manufactured by us (insert name and or brief description of the Goods), and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with warranty clause of the conditions of the contract with respect to the goods offered by the above firm.

Signed : (insert signature(s) of authorized representative(s) of the Manufacturer)

Name: (insert complete name(s) of authorized representative(s) of the Manufacturer)

Title: (insert title)

Duly authorized to sign this Authorization on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)