

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LABORATORY FOR ELECTRO OPTICS SYSTEMS (LEOS)
BANGALORE**

Tender for Spectroscopic Ellipsometer

Bids to be submitted online

Tender No.: LEOS/LEOS/LE202300012501 dated 21-08-2023

A. Tender Details

Tender No :	LEOS/LEOS/LE202300012501
Tender Date :	21-08-2023
Tender Classification:	GOODS
Purchase Entity :	LEOS
Centre :	LABORATORY FOR ELECTRO OPTICS SYSTEMS (LEOS)

Spectroscopic Ellipsometer

- 1)NO EMD AND TENDER FEE.
- 2)VENDORS HAS TO REFLECT THE POINT NO (4), (5) AND (6) IN THEIR BID.
- 3)Successful vendor has to submit the security deposit. (3 % of the value of the purchase order). Central PSUs/PSE/Autonomous bodies shall be exempted from the payment of security deposit, and instead, an indemnity bond shall be secured from them.
- 4)Performance Bank Guarantee (PBG) to be furnished as a security for fulfilment of warranty obligations by the successful vendor after satisfactory execution of purchase order/Contract (3% of the value of the purchase order/Contract). Central SUs/PSE/Autonomous bodies are exempted from the production of Performance Bank Guarantee. Instead; an indemnity bond shall be furnished in lieu of PBG.
- 5)Liquidated damages: If the vendor fails to deliver the items on or before the delivery date, or any extension thereafter purchaser shall recover from the vendor as liquidated damages a sum of 0.5% of the contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed 10% of the contract price of the unit or units so delayed.
- 6)Applicable GST for quoted items should be specify.
- 7)SECREC Y: The technical information, drawings, specifications and other related documents, forming part of the CONTRACT, are the property of the Purchaser and shall not be used for any other purpose, except for execution of the CONTRACT. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this CONTRACT. These technical information, drawings, specifications and other related documents shall be returned to the Purchaser with approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.
- 8)Delivery Terms:for indigenou s: FOR LEOS.

- 9)PUBLICITY: No publicity of any kind whatsoever in case of PURCHASE ORDER shall be given by the Supplier without prior permission of the Purchaser.
- 10) Submit the bid on or before due date.
- 11)All information in Vendor Specified Terms shall be provided without fail to avoid unnecessary correspondence / delay in process. The same should reach before technical bid opening date and time without fail.
- 12)In case of any difficulties, you can call in
- 13)68 5014 / 5015 or through mail: purchase@leos.gov.in
- 14)Purchase Officer, LEOS, reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.
- 15) 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 authorisation letter obtained from their principals/manufacturers.
- 16)If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection.
- 17)In case the bidders propose any other payment terms in deviation with the standard terms mentioned in the tender enquiry, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison.
- 18)A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed.
- 19)As per Rule 144(xi) of General Financial Rules, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (i.e., Department for Promotion of Industry and Internal Trade) in line with Order (Public Procurement No. 1, 2 and 3) dated 23/07/2020 and 24/07/2020 or any amendments thereon issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance. Hence, Vendors or Agents of a Vendor (Indian or Others) from a country sharing border with India shall submit the copy of Valid Registration made with DPIIT along with the tender mandatorily, without which the offer will be treated as invalid.
- 20) Model Certificate for Tenders I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.
- 21)Model Certificates for Tenders for Work involving possibility of sub contracting I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contracting from such countries I certify that this bidder is not from

such a country or, if from such a country, has been registered with the Competent Authority and will not sub contract any work to a contract form such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

22) .Evaluation Method : Total Value wise Evaluation

Provide Compliance for the above in Vendor Specified Commercial Terms.

A.1 Tender Schedule

Bid Submission Start Date : **21-08-2023 17:30**

Bid Clarification Due Date : **18-09-2023 16:00**

Bid Submission Due Date : **18-09-2023 17:00**

Bid Opening Date : **19-09-2023 10:30**

Price Bid Opening Date : **16-10-2023 10:30**

B. Tender Attachments

Technical Write-up/Drawings

Document : Request for Proposal

Instructions To Vendors

2. SPECIFIC COMMERCIAL TERMS AND CONDITIONS TO BE COMPLIED BY TENDERER[S]

1. Agency Commission if any:Tenderer[s] shall mention the percentage [%] of Agency Commission included in the quoted Price payable to the Indian Agent in equivalent Indian Rupees on the basis of TT buying rate of exchange prevailing on the date of placement of Purchase Order.

2. Goods and Service Tax:

Government of India has implemented Goods and Services Tax [GST] w.e.f. 01.07.2017. The Tenderer[s] should mandatorily possess a valid GSTIN along with the GST Registration Certificate. Please send duly self-attested certificate of GST Registration along with offer[s], in the absence of which your offer[s] will be invalid and shall not be considered.

HSN Code and applicable rate of GST:

LEOS, Bengaluru is eligible for any Concessional GST under the following notifications:

(a) CGST and SGST :

Government of India, Ministry of Finance (Department of Revenue) vide its Notification No. 6/2018-Central Tax (Rate), dated the 25th January, 2018, read with Notification No.24/2018-Central Tax (Rate) dated the 31st December, 2018, have inserted the serial number 243B under Chapter 88 or Any other chapter wherein it is specified that the CGST @ the rate of 2.5% shall be applicable for Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock ups and modules, raw material and consumables required for launch vehicles and satellites and payloads.

(b) IGST :

Government of India, Ministry of Finance (Department of Revenue) vide its Notification No. 7/2018-Integrated Tax (Rate), dated the 25th January, 2018, read with Notification No.25/2018-Integrated Tax (Rate) dated the 31st December, 2018, have inserted the serial number 243B under Chapter 88 or Any other chapter wherein it is specified that the IGST @ the rate of 5% shall be applicable for Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock ups and modules, raw material and consumables required for launch vehicles and satellites and payloads.

The declaration regarding the proposed procurement is for Satellite or for its payload will be mentioned specifically in our Purchase Order. Successful Tenderers should consider this aspect before raising an Invoice. On all other procurements, applicable GST will be paid. Tenderers shall mention applicable GST rate along with the HSN code in their commercial Terms.

3. Applicable Law and Jurisdiction: Contract shall be interpreted, construed and governed by the Laws of India and the Courts in Bengaluru City alone shall have exclusive jurisdiction in this regard, to the extent permissible under the Arbitration and Conciliation Act, 1996. Non acceptance to this Clause will amount to rejection of the Tender.

4. Arbitration: a) For Indigenous: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by Director, LEOS, Bengaluru in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bengaluru. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The 'Seat' for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be 'English' only. Work under the contract shall be continued by the Tenderer during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. b) For Overseas Supplier: In the event of any dispute or difference arising out of or in connection with this Purchase Order, such dispute or difference shall be settled amicably by mutual consultants or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules & Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The 'Seat' for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be 'English' only. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. c) For Public Sector Undertakings: In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in the

Department of Public Enterprise under the Permanent Machinery for Arbitration. Non Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.

5. AS PER GOVERNMENT OF INDIA, MINISTRY OF FINANCE ORDER (PUBLIC PROCUREMENT NO-1) DATED 23 JULY, 2020, ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN ANY PROCUREMENT WEATHER OF GOODS, SERVICE (INCLUDING CONSULTANCE SERVICES AND NON-CONSULTANCY SERVICES) OR WORKS (INCLUDING TURNKEY PROJECTS) ONLY IF THE BIDDER IS REGISTERED WITH THE COMPETENT AUTHOR ITIES. DEPARTMENT OF INDUSTRY AND INTERNAL TRADE DPIIT NEW DELHI

6. Bank Charges: Tenderer[s] are hereby requested to take note that 'All Bank Charges inside India shall be borne by the Purchaser'. Similarly, 'All Bank Charges outside India shall be borne by Contractor

7. Company postal address along with Email ID and PH No.

8. Delivery Date/Completion Date: Delivery is the essence of the Contract. Tenderer[s] are hereby requested to mention the Firm Delivery Date/Completion Date.

9. Delivery Terms [Indigenous Supply]: Tenderer[s] is requested to quote the Price[s] [Basic Price of item, Packing, Forwarding and Freight, Insurance and Handling Charges if any] up to LEOS, Bengaluru.

10. Factory Acceptance Testing [FAT] [if Required]: The successful Tenderer[s] has to arrange for the necessary FAT of the Stores at the Contractor Factory Premises to enable URSC Engineers to carry out FAT. The FAT is applicable wherever the RFP document/Scope of Work calls for such an FAT.

11. Freight Charges if any

12. General Terms & conditions for Bidders:

For this procurement, bids from Class-I & class-II Local Suppliers are admissible. hence provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:

(a)Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).

(b) Class-I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order.

(c) Class-II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order

(d) Verification of local content:

(i) The Class I local supplier/ Class- II local supplier at the time to tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier / Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.

(ii) In case bid value is in excess of Rs. 10 Cr., Class I local supplier / Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(iii) False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general Financial Rules along with such other actions as may be permissible under Law.

A supplier who has been debarred by any procuring entry for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed.

13. Goods and Services Tax [GST]:

14. If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection

15. In case the bidders propose any other payment terms in deviation with the standard terms mentioned in the tender enquiry, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison

16. Insurance is not applicable to Government of India of Goods.

17. 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 authorisation letter obtained from their principals/manufacturers

18. 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 authorisation letter obtained from their principals/manufacturers. 2.If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection.

19. Liquidated Damage: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent [10 percent] of the Contract price of the unit or units so delayed. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such Stores shall be received without prejudice to the right of the Purchaser to claim Liquidated Damages and without prejudice to the terms and conditions of the Purchase Order/Contract.

20. Mode of Despatch (Air/Road)

21. No. of Shipments.

22. Packing and Forwarding Charges if any please mention separately

23. Payment Terms- For Indigenous: Our Standard Payment Terms is 100% payment within 30 days after Receipt and Acceptance of Stores at LEOS.

24. Performance Bank Guarantee:The Contractor shall execute Performance Bank Guarantee for 3% value of the Purchase Order for fulfilment of Warranty obligations. The PBG shall be executed through Account Payee Demand Draft/ Fixed Deposit receipts or Bank Guarantee issued by a Nationalized Bank/Schedule Bank/International reputed Bank approved by RBI. The PBG shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value. The Performance Bank Guarantee shall be executed as per our specimen. The Performance Bank Guarantee shall be executed before claiming payment. The PBG will not carry any interest and shall be returned after completion of all the Contractual obligations of the Contract with a 'NO CLAIM CERTIFICATE' issued by Contractor as per our Specimen enclosed. Adherence to this clause is compulsory or otherwise, the Tender will be rejected.

25. Performance will be given to class-I Local supplier and in their absence, Class-II Local supplier will be considered.

26. Pre-Delivery Inspection [PDI] [if Required]: The successful Tenderer[s] has to arrange for the necessary PDI of the Stores at the Contractor Factory Premises to enable LEOS Engineers to carry out PDI. The PDI is applicable wherever the RFP document/Scope of Work calls for such an inspection..

27. Product Scope

(l) local supplier Class- II local supplier shall offer only standard and catalogued product for Equipment / Spares Cards / assemblies. If the above offered Equipment / Cards / Assemblies are under development / to be developed the bid will not be considered.

28. PUBLICITY: No publicity of any kind whatsoever in case of PURCHASE ORDER shall be given by the Supplier without prior permission of the Purchaser. 2.Purchase Officer, LEOS, reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

29. SECRECY: The technical information, drawings, specifications and other related documents, forming part of the CONTRACT, are the property of the Purchaser and shall not be used for any other purpose, except for execution of the CONTRACT. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this CONTRACT. These technical information, drawings, specifications and other related documents shall be returned to the Purchaser with approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.

30. Security Deposit:The Contractor shall execute Security Deposit for 3% of the value of the Purchase Order to ensure Satisfactory Performance of the Contract as per our specimen. The Security Deposit shall be executed within 20 days after Receipt of Purchase Order or any extension thereof. The Security Deposit is to be furnished in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from Nationalized Bank/Scheduled Bank/International reputed Bank approved by RBI. The Security Deposit shall be executed on a Non-Judicial Stamp Paper of Rs. 200/- value. In case the Contractor fails to furnish the Security Deposit within 20 days or any extension thereof the Purchase Order shall be Cancelled or Terminated and appropriate penal action shall be initiated. Any breach of the Terms and Conditions of the PO including Delivery Period, Security Deposit shall be forfeited and PO shall be terminated and cancelled at the Contractor's risk, cost and liability. The Security Deposit will not carry any interest and

31. Taxes : Government of India has implemented Goods and Services Tax [GST] w.e.f 01.07.2017.

The Tenderer[s] should mandatorily possess a valid GSTIN along with the GST Registration Certificate. Please send duly self attested certificate of GST Registration along with offer[s], in the absence of which your offer[s] will be invalid and shall not be considered.

32. Tenderer[s] are requested to mention whether Installation, Testing, Commissioning, Demonstration, Acceptance and imparting Training is necessary for the Tendered Stores. Do not mention any price under this column in case of Two Part Tender.

33. The percentage of local content should be specifically mentioned in the offer, without which it will be summarily rejected.

34. Training if any

35. Validity of Offer [180 Days].

36. Warranty/Guarantee: Tenderer[s] are requested to indicate applicable standard Warranty/Guarantee Period. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] free of all cost including to and fro freight charges.

37. Whether Export Licence Required

38. 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

39. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

C. Bid Templates

C.1 Technical Bid - Spectroscopic Ellipsometer

1. Spectroscopic Ellipsometer- Optional accessories/ spares

Item specifications for Spectroscopic Ellipsometer

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Spectroscopic Ellipsometer		-		

2. Spectroscopic Ellipsometer & accessories

Item specifications for Spectroscopic Ellipsometer

SI No	Specification	Value	Compliance	Offered Specification	Remark
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1	Spectroscopic Ellipsometer	<p>A state-of-the art Spectroscopic Ellipsometer with automated variable angle provision and accessories. Spectroscopic Ellipsometer is required to:</p> <ol style="list-style-type: none"> 1. characterize the coating thickness on glass/ polymer/ silicon/other common substrates 2. evaluate the optical properties of the coating at specific wavelength and wide range of wavelength 3. determine the refractive index (RI) of the coated materials as well as bare glass substrate 4. System configuration: Detail system configuration must be provided (in order) i.e. source, polarizer, compensator, sample, analyzer, detector etc. <p>Functional Requirements are detailed below:</p> <ol style="list-style-type: none"> 1. Spectroscopic ellipsometer with automated variable angle capability to measure the thicknesses of single or multiple stacks of dielectric materials (like oxides, fluorides, nitride based coatings) as well as transparent films on glass/ polymer/ silicon/other common substrates 2. The instrument should also be capable of analysing thickness of materials coated on: <ol style="list-style-type: none"> 2.1. optical glasses and substrates 2.2. polymeric coating on glasses/ 	Yes / No / Explain		
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polymeric substrates
 2.3. semiconductor devices and photoresists
 3. Spectroscopic ellipsometer must be able to measure thicknesses and optical properties of different materials including single layer of two-dimensional nanomaterials such as graphene, MoS2, etc. on silicon wafer/ glass/ substrate
 4. The instrument should be capable of imaging/ generate the images by post processing (surface and depth) in addition to point scan and line scan measurements. Ellipsometric spectra must be measured automatically in the whole spectral range.
 Detailed Technical specifications of the Spectroscopic Ellipsometer are listed under General Specifications

Document : Request for Proposal

3. Spectroscopic Ellipsometer- Installation/commissioning and training

Item specifications for Spectroscopic Ellipsometer

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Spectroscopic Ellipsometer		-		

4. Spectroscopic Ellipsometer- extended warranty after completion of standard warranty

Item specifications for Spectroscopic Ellipsometer

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Spectroscopic Ellipsometer		-		

5. Spectroscopic Ellipsometer- AMC charges after completion of extended warranty period (Detailed Specification as per enclosure)

Item specifications for Spectroscopic Ellipsometer

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Spectroscopic Ellipsometer		-		

Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Facility support for equipment installation	<p>1. Supplier to provide weight, foot print area of the equipment, total space of the laboratory required and infrastructure required (related to machine foundation, power, compressed air, temperature, humidity etc.) for equipment installation</p> <p>2. LEOS will provide the compressed air, if necessary, with required pressure up to inlet port of the equipment</p> <p>3. LEOS shall make the facility/laboratory ready for installation and commissioning</p>	Yes / No / Explain		
2	Installation/commissioning and training	It is the responsibility of the supplier to install and commission the machine at LEOS	Yes / No / Explain		
3	Installation/commissioning and training:	Arrangement of all required tools and consumable items shall be supplier responsibility	Yes / No / Explain		

4	Installation/commissioning and training :	Supplier shall ensure the distribution of compressed air with in the equipment by providing suitable compressed air module if necessary	Yes / No / Explain		
5	Installation/commissioning and training :	Supplier shall provide training on operation and maintenance of the equipment to LEOS engineers / technicians (2-5-member team) for a defined period (preferably for 5 working days) at LEOS	Yes / No / Explain		
6	Installation/commissioning and training :	LEOS shall have the right to participate at manufacturer's site, during acceptance tests of the machine before despatch to purchaser's site	Yes / No / Explain		
7	Warranty	Supplier shall provide two-year warranty for the equipment from the date of commissioning and acceptance at LEOS	Yes / No / Explain		
8	Warranty:	Supplier shall provide one year extended warranty for the equipment from the date of commissioning and acceptance at LEOS	Yes / No / Explain		
9	Warranty :	Until extended warranty, breakdown maintenance, including expenditure shall be the responsibility of supplier	Yes / No / Explain		
10	Warranty :	During warranty period, after lodging compliant, supplier shall respond within 24 h and attend the complaint within 10 days	Yes / No / Explain		
11	Annual maintenance contract (AMC)	Supplier shall undertake non-comprehensive AMC for the offered equipment for 3 years after completion of warranty/extended warranty period	Yes / No / Explain		

12	Annual maintenance contract (AMC)	AMC price to be quoted along with the offer and which will be frozen during the time of purchase order (PO) release	Yes / No / Explain		
13	Annual maintenance contract (AMC):	AMC shall include two preventive maintenance visits in one year and unlimited number of breakdown calls during the contract period. Preventive maintenance may be carried out by the Indian service provider of the OEM. The quote for AMC shall be submitted in INR. Payment shall be made on completion of each preventive maintenance on pro-rata basis	Yes / No / Explain		
14	Wavelength range	250 nm or lower in the UV range to 1000 nm or higher in IR range	Yes / No / Explain		
15	Light source	Stabilized single or multiple light sources (quartz-tungsten halogen/ xenon arc/ deuterium halogen lamps) to cover the above mentioned wavelength range or laser stabilized light source	Yes / No / Explain		
16	Angle of incidence (a)	High resolution automatic (computer controlled) goniometer variable from 45° or lower to 90° angle of incidence	Yes / No / Explain		
17	Angle of incidence (b)	Angular resolution $\leq 0.05^\circ$	Yes / No / Explain		
18	Wavelength acquisition mode	Continuous/simultaneous spectroscopic measurements at all wavelengths	Yes / No / Explain		
19	Sample alignment	Automated sample alignment for height and tilt	Yes / No / Explain		
20	Sample size (a)	Minimum: $\leq 5\text{mm}$	Yes / No / Explain		
21	Sample size (b)	Maximum: $\geq 150\text{ mm}$	Yes / No / Explain		

22	Beam spot	$\leq 3\text{mm}$. Note: Variable spot size option is mandatory	Yes / No / Explain		
23	Spectral resolution: (a)	$\leq 2\text{ nm}$ per pixel (in UV-Visible range)	Yes / No / Explain		
24	Spectral resolution: (b)	$\leq 5\text{ nm}$ per pixel (in IR range)	Yes / No / Explain		
25	Detector System	CCD/Photomultiplier tube detector for UV-VIS range measurement and InGaAs photodiode detector for NIR range measurement should be provided.	Yes / No / Explain		
26	Polarizer	Computer controlled polarizer, and can be set to dedicated value according to the optical response of the sample. Details about the angular precision should be provided.	Yes / No / Explain		
27	Extinction ratio	$\leq 5 \times 10^{-6}$	Yes / No / Explain		
28	Compensator	Compensator for UV-VIS and NIR range to measure ellipsiometric angle in Δ in the data range 0° to 360° with highest accuracy	Yes / No / Explain		
29	Accuracies of Thickness & RI measurements : (a)	Minimum thickness: $\leq 10\text{ Angstrom}$ (in the wavelength range of 245-1000 nm)	Yes / No / Explain		
30	Accuracies of Thickness & RI measurements : (b)	Maximum thickness: $\geq 5\text{ }\mu\text{m}$ (in the wavelength range of 245-1000 nm)	Yes / No / Explain		
31	Accuracies of Thickness & RI measurements : (c)	Refractive index: ≤ 0.005	Yes / No / Explain		

32	Accuracies of Thickness & RI measurements : (d)	Capable of measuring film thickness of atomically thin layers with 1 to 6 layers on substrates like Silicon, Glass, GaAs, Germanium, Polystyrene, PDMS of varying thickness Note: Repeatability standard deviation must be less than ± 0.05 nm in thickness measurement	Yes / No / Explain		
33	Measurable parameter with necessary hardware and software: (a)	Ellipsometry parameters Ψ (psi: 0-90°) and Δ (delta: 0-360°)	Yes / No / Explain		
34	Measurable parameter with necessary hardware and software: (b)	Refractive index, extinction coefficient, film thickness, degree of polarization/depolarization	Yes / No / Explain		
35	Measurable parameter with necessary hardware and software: (c)	Mueller matrix (11 elements or higher)	Yes / No / Explain		
36	Measurable parameter with necessary hardware and software: (d)	Transmission and reflection along with necessary hardware. Note: Repeatability for Ψ and Δ measurements: $\leq \pm 0.01^\circ$	Yes / No / Explain		
37	Straight-through air measurement accuracy : (a)	$\Psi = 45^\circ \pm 0.1^\circ$ or better (in the wavelength range of 245-1000 nm)	Yes / No / Explain		
38	Straight-through air measurement accuracy : (b)	$\Delta = 0^\circ \pm 0.1^\circ$ or better (in the wavelength range of 245-1000 nm)	Yes / No / Explain		

39	Calibration standard	<p>The following NIST/NMI/VLSI or equivalent certified calibrated standard with traceability to SI units for RI and thickness to be supplied:</p> <p>(a) Calibrated ~100 nm thick thermal oxide grown on polished monocrystalline silicon wafer: 1 no.</p> <p>(b) Calibrated ~2 nm thick thermal oxide grown on polished monocrystalline silicon wafer: 1 no.</p> <p>(c) Standard size: minimum 100 mm diameter silicon wafer</p>	Yes / No / Explain		
40	Sample stage	<p>Vacuum chuck should be provided to firmly hold the samples of various shapes and sizes. There should be computer controlled scanning and mapping facility over a minimum of 150 mm x 150 mm area and provision for height and tilt adjustment.</p>	Yes / No / Explain		
41	Instrument housing	<p>Vibration free/ granite table to house the instruments and the electronics / controllers shall be offered</p>	Yes / No / Explain		
42	Camera / microscope	<p>To view the light beam location, patterns on the sample as well as to aid to alignment, the system shall come with a camera/microscope which is capable of focusing on the same spot as that of the incident beam with a total magnification of at least 3X or better along with a sufficient working distance</p>	Yes / No / Explain		

43	Microspot optics	Necessary optics should be provided to allow measurement on small or patterned areas. Variable spot sizes should be available. The supplier shall provide spot size of 300 µm or less.	Yes / No / Explain		
44	Computer & hardware: (a)	Compatible PC with best suitable latest generation multicore processor to control and operate the instrument.	Yes / No / Explain		
45	Computer & hardware: (b)	Windows 10 Professional and MS Office 2016 or better (both activated) with preinstalled driver and fitting software for SE measurement	Yes / No / Explain		
46	Computer & hardware: (c)	Printer (black and white)	Yes / No / Explain		
47	Computer & hardware: (d)	1TB external HDD for data backup	Yes / No / Explain		
48	Computer & hardware: (e)	Display Screen: 20" - 24" monitor	Yes / No / Explain		
49	Computer & hardware: (f)	USB ports: minimum 4	Yes / No / Explain		
50	Computer & hardware: (g)	CD and DVD writer: 1	Yes / No / Explain		
51	Computer & hardware: (h)	Ethernet port and Networking: There should be a provision for data transfer using FTP/local networking protocol	Yes / No / Explain		
52	Electrical connections	System must be compatible with 230 ± 10 V/ 50 Hz power supply	Yes / No / Explain		
53	Software (a)	A comprehensive software package should be provided that covers the control of the system including individual movement of all optics, goniometer, sample stage mapping, data acquisition and analysis.	Yes / No / Explain		

54	Software (b)	The analysis software should be capable of modelling and simulation of theoretical ellipsiometric spectra and automatic fitting of theoretical spectra with the experimental spectra.	Yes / No / Explain		
55	Software (c)	The analysis software should be capable of extraction of ellipsiometric parameters Ψ (psi) and Δ (delta) and optical parameters like refractive index, extinction coefficient, band gap, depolarization, Mueller matrix and, transmission and reflection data accurately for single layer thin films, multilayer thin films and bulk samples.	Yes / No / Explain		
56	Software (d)	The software should also be capable of extracting film thickness and interfacial parameters even from inhomogeneous and anisotropic layers.	Yes / No / Explain		
57	Software (e)	The software should have an extensive database/library of optical constants of a wide range of materials including metals, semiconductors and dielectrics.	Yes / No / Explain		

58	Software (f)	Software should provide Extensive choice of different dispersion models like Cauchy, Sellmeier, Gaussian, Lorentzian, etc. and customization of model should be possible. Models like EMA or similar should be provided for modeling of alloy and mixed composition films (2 or 3 component/oxide mixtures), to yield composition of composite films, percent crystallinity, microstructure, etc. by modeling and fitting to measured data.	Yes / No / Explain		
59	Software (g)	Software should permit the user to define several different acquisition routines and models in the same recipe, and several groups of points in the same grid. Simultaneous analysis of multiple models to determine best fit to data.	Yes / No / Explain		
60	Software (h)	Simultaneous fitting of up to 4 or more parameters to determine best fit to data should be possible.	Yes / No / Explain		

61	Software (i)	Software should combine simple operation with powerful and versatile tools to deliver a complete solution from the measurement results to the final analysis report, with the following features: Customization interface; data manipulation; advanced features for graphic manipulation screen; standard windows clipboard transfers; output description for automatic calculation of specific values after modelling.	Yes / No / Explain		
62	Software (j)	License: Minimum Three perpetual licenses to be provided along with the instrument, capable of installing in multiple PCs for data processing, modelling and analysis. Software updation should be provided free of cost during the warranty period.	Yes / No / Explain		
63	Essential Accessories/ Spares:	Liquid cell with minimum 0.5 ml volume for measuring the RI of liquids along with compatible sample holder and adaptors	Yes / No / Explain		
64	Essential Accessories / Spares :	UV-vis lamp	Yes / No / Explain		
65	Essential Accessories/ Spares :	IR lamp	Yes / No / Explain		
66	Essential Accessories / Spares :	One set of tools/ fixtures for handling, operation and maintenance of the equipment	Yes / No / Explain		
67	Essential Accessories/ Spares	Supplier to quote separately the price for each of the item/ accessories required	Yes / No / Explain		
68	Optional Accessories / Spares:	Accessories, if any shall be quoted as optional items	Yes / No / Explain		

69	Optional Accessories/ Spares:	Supplier to provide the list of critical spares for five years trouble free operation of the machine along with cost breakup details	Yes / No / Explain		
70	Optional Accessories/ Spares	Additional licenses for data processing and analysis software with the cost breakup each additional license	Yes / No / Explain		
71	Demonstration and Acceptance of the Instrument:	<p>PDI requirements: During pre-despatch inspection (PDI), supplier shall demonstrate the following using the calibration standard: (a) Thickness and RI of the calibration standard at all wavelengths (b) Thickness and RI of the calibration standard at varying angle of incidence (c) Map of SiO₂ on silicon wafer standard to be provided (d) LEOS will supply representative samples which shall be analysed to demonstrate the instruments capability (viz. accuracies of Thickness & RI measurements) during the PDI. The equipment shall be shipped only after the clearance from LEOS.</p>	Yes / No / Explain		
72	Demonstration and Acceptance of the Instrument :	<p>Acceptance criteria: After shipment to LEOS, supplier shall demonstrate the performance of the equipment by measuring the same calibration standard used for PDI. Acceptance of the supplied equipment is subjected to the successful demonstration of thickness and RI requirements mentioned in the technical specifications.</p>	Yes / No / Explain		

73	Documents:	All manuals related to installation, operation, handling, servicing and maintenance of the equipment, troubleshooting details in English language	Yes / No / Explain		
74	Documents :	Documents related to acceptance tests of the machine	Yes / No / Explain		
75	Documents :	Traceable calibration certificate related to instruments accuracies and standards	Yes / No / Explain		
76	Documents :	Calibration certificate for the UV-vis and IR lamps	Yes / No / Explain		
77	Documents :	Applicable documents on safety aspects	Yes / No / Explain		
78	Deliverables:1	Equipment including calibration standards, computer, hardware, etc as per the technical specifications as mentioned against Sl. No. 1-38. (1 set)	Yes / No / Explain		
79	Deliverables:2	All software packages pre-loaded in the system and backup copies in electronic form and three additional software license as mentioned against Sl. No. 40-49 (1 set)	Yes / No / Explain		
80	Deliverables:3	Essential Accessories/ Spares as mentioned against Sl. No. 50-54 (1 set)	Yes / No / Explain		
81	Deliverables:4	Required tools, spares and applicable documents as mentioned against Sl. No. 55-64 (1 set)	Yes / No / Explain		

Supporting Documents required from Vendor

1. Technical bid

2. Commercial bid with breakup of cost wherever applicable, as mentioned in the RFP (Price Bid Related)

3. Technical Compliance statement against the tender specifications

4. List of users in India

5. Detailed Technical Specifications of the offered equipment with make and model

6. Certificate or letter stating that the Supplier is the original equipment manufacturer (OEM) or their authorized distributor

7. commercial terms compliance

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Vendors are requested to strictly adhere to the requirements of Schedule, Packaging, Quotation format and General instructions mentioned in the Request for Proposal for procurement of Spectroscopic Ellipsometer	Yes / No / Explain	
2	<p>Goods and Services Tax [GST]: LEOS HAVING CONCESSIONAL GST UNDER, Government of India, Ministry of Finance (Department of Revenue) vide its Notification No. 6/2018- Central Tax (Rate), dated the 25th January, 2018, read with Notification No.24/2018-Central Tax (Rate) dated the 31st December, 2018, have inserted the serial number 243B under Chapter 88 or Any other chapter wherein it is specified that the CGST @ the rate of 2.5% shall be applicable for Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock ups and modules, raw material and consumables required for launch vehicles and satellites and payloads</p> <p>Note : Government of India has implemented Goods and Services Tax [GST] w.e.f. 01.07.2017. The Tenderer[s] should mandatorily possess a valid GSTIN along with the GST Registration Certificate. Please send duly self-attested certificate of GST Registration along with offer[s], in the absence of which your offer[s] will be invalid and shall not be considered.</p>	Yes / No / Explain	
3	<p>Delivery Terms [Indigenous Supply]: Tenderer[s] is requested to quote the Price[s] [Basic Price of item, Packing, Forwarding and Freight, Insurance and Handling Charges if any] up to LEOS, Bengaluru.</p> <p>For Indigenous supply: FOR LEOS For Imports Supply : Use appropriate INCOTERM 2010</p>	Yes / No / Explain	
4	Delivery Date/Completion Date: Delivery is the essence of the Contract. Tenderer[s] are hereby requested to mention the Firm Delivery Date/Completion Date.	Yes / No / Explain	

5	Packing and Forwarding Charges if any	Yes / No / Explain	
6	Freight Charges if any	Yes / No / Explain	
7	Insurance Coverage if any	Yes / No / Explain	
8	Mode of Despatch (Air/Road)	Yes / No / Explain	
9	Whether Export Licence Required	Yes / No / Explain	
10	<p>Payment Terms.: 100 % payment for within 30 days after receipt, Installation, Commissioning , Training and acceptance of material at our stores.</p> <p>or 90% Sight Draft, all bank charges inside the India to LEOS account and outside India to beneficiary account. Balance 10% payment within 30 days after successfully completion of Installation, Commissioning , Training and acceptance of material by swift transfer. Pls Note : Advance Payment sand 100% LC will not be considered. and for AMC : Payment will be arranged within 30 days from the date of satisfactory completion of the specific block period after successful completion of each Half Yearly Preventive Maintenance Service and submission of Original Invoice/Bill in duplicate supported by Original Service Reports duly certified by user Division and counter signed by Division Head/Group Head to Stores Officer, LEOS.</p>	Yes / No / Explain	
11	<p>Bank Charges: Tenderer[s] are hereby requested to take note that All Bank Charges inside India shall be borne by the Purchaser. Similarly, All Bank Charges outside India shall be borne by Contractor.</p>	Yes / No / Explain	
12	<p>Agency Commission if any:Tenderer[s] shall mention the percentage [%] of Agency Commission included in the quoted Price payable to the Indian Agent in equivalent Indian Rupees on the basis of TT buying rate of exchange prevailing on the date of placement of Purchase Order.</p>	Yes / No / Explain	

13	<p>Performance Bank Guarantee:The Contractor shall execute Performance Bank Guarantee for 3% value of the Purchase Order for fulfilment of Warranty obligations. The PBG shall be executed through Account Payee Demand Draft/ Fixed Deposit receipts or Bank Guarantee issued by a Nationalized Bank/Schedule Bank/International reputed Bank approved by RBI. The PBG shall be executed on a Non Judicial Stamp Paper of Rs. 200/- value. The Performance Bank Guarantee shall be executed as per our specimen. The Performance Bank Guarantee shall be executed before claiming payment. The PBG will not carry any interest and shall be returned after completion of all the Contractual obligations of the Contract with a NO CLAIM CERTIFICATE issued by Contractor as per our Specimen enclosed. Adherence to this clause is compulsory or otherwise, the Tender will be rejected.</p>	Yes / No / Explain	
14	<p>Security Deposit:The Contractor shall execute Security Deposit for 3% of the value of the Purchase Order to ensure Satisfactory Performance of the Contract as per our specimen. The Security Deposit shall be executed within 20 days after Receipt of Purchase Order or any extension thereof. The Security Deposit is to be furnished in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from Nationalized Bank/Scheduled Bank/International reputed Bank approved by RBI. The Security Deposit shall be executed on a Non Judicial Stamp Paper of Rs. 200/- value. In case the Contractor fails to furnish the Security Deposit within 20 days or any extension thereof the Purchase Order shall be Cancelled or Terminated and appropriate penal action shall be initiated. Any breach of the Terms and Conditions of the PO including Delivery Period, Security Deposit shall be forfeited and PO shall be terminated and cancelled at the Contractors risk, cost and liability. The Security Deposit will not carry any interest and shall be returned after completely executing the order.</p>	Yes / No / Explain	

15	Warranty/Guarantee: Tenderer[s] are requested the Indicate Applicable Standard Warranty/Guarantee Period. All the replacements during the Warranty period shall be carried out by the successful Tenderer[s] Free of all Cost including To and Fro Freight Charges	Yes / No / Explain	
16	Liquidated Damage: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent [10 percent] of the Contract price of the unit or units so delayed. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected. In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such Stores shall be received without prejudice to the right of the Purchaser to claim Liquidated Damages and without prejudice to the terms and conditions of the Purchase Order/Contract.	Yes / No / Explain	
17	Pre Delivery Inspection [PDI] [if Required]: The successful Tenderer[s] has to arrange for the necessary PDI of the Stores at the Contractor Factory Premises to enable LEOS Engineers to carry out PDI. The PDI is applicable wherever the RFP document/Scope of Work calls for such an inspection..	Yes / No / Explain	

18	Factory Acceptance Testing [FAT] [if Required]: The successful Tenderer[s] has to arrange for the necessary FAT of the Stores at the Contractor Factory Premises to enable URSC Engineers to carry out FAT. The FAT is applicable wherever the RFP document/Scope of Work calls for such an FAT	Yes / No / Explain	
19	Training if any	Yes / No / Explain	
20	Tenderer[s] are requested to mention whether Installation, Testing, Commissioning, Demonstration, Acceptance and imparting Training is necessary for the Tendered Stores. Do not mention any price under this column in case of Two Part Tender.	Yes / No / Explain	

21	<p>Arbitration: a) For Indigenous: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by Director, LEOS, Bengaluru in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bengaluru. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The Seat for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be English only. Work under the contract shall be continued by the Tenderer during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.</p>	Yes / No / Explain	
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22	<p>Arbitration: b) For Overseas Supplier: In the event of any dispute or difference arising out of or in connection with this Purchase Order, such dispute or difference shall be settled amicably by mutual consultations or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules & Procedures of the Arbitration and Conciliation Act of 1996 or any re enactment or modification thereof. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Seat for Arbitration shall be Bengaluru. The applicable language for Arbitration shall be English only. Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.</p>	Yes / No / Explain	
23	<p>Arbitration: c) For Public Sector Undertakings: In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in the Department of Public Enterprise under the Permanent Machinery for Arbitration. Non Adherence and acceptance to this Clause is Compulsory or otherwise the Tender will be rejected.</p>	Yes / No / Explain	
24	<p>Applicable Law and Jurisdiction: Contract shall be interpreted, construed and governed by the Laws of India and the Courts in Bengaluru City alone shall have exclusive jurisdiction in this regard, to the extent permissible under the Arbitration and Conciliation Act, 1996. Non acceptance to this Clause will amount to rejection of the Tender.</p>	Yes / No / Explain	
25	Validity of Offer [180 Days].	Yes / No / Explain	

26	No. of Shipments.	Yes / No / Explain	
27	Company postal address along with Email ID and PH No.	Yes / No / Explain	
28	<p>SECRECY: The technical information, drawings, specifications and other related documents, forming part of the CONTRACT, are the property of the Purchaser and shall not be used for any other purpose, except for execution of the CONTRACT. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchasers consent in writing except to the extent required for the execution of this CONTRACT. These technical informations, drawings, specifications and other related documents shall be returned to the Purchaser with approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.</p>	Yes / No / Explain	
29	<p>PUBLICITY: No publicity of any kind whatsoever in case of PURCHASE ORDER shall be given by the Supplier without prior permission of the Purchaser. 2.Purchase Officer, LEOS, reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.</p>	Yes / No / Explain	
30	<p>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 authorisation letter obtained from their principals/manufacturers. 2.If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection.</p>	Yes / No / Explain	

31	AS PER GOVERNMENT OF INDIA, MINISTRY OF FINANCE ORDER (PUBLIC PROCUREMENT NO 1) DATED 23 JULY, 2020, ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN ANY PROCUREMENT WEATHER OF GOODS, SERVICE (INCLUDING CONSULTANCE SERVICES AND NON CONSULTANCY SERVICES) OR WORKS (INCLUDING TURNKEY PROJECTS) ONLY IF THE BIDDER IS REGISTERED WITH THE COMPETENT AUTHOR ITIES. DEPARTMENT OF INDUSTRY AND INTERNAL TRADE9DPIT0 NEW DELHI	Yes / No / Explain	
32	If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in this tender for the same item. If submitted, all offers will be liable for rejection	Yes / No / Explain	
33	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 authorisation letter obtained from their principals/manufacturers	Yes / No / Explain	
34	In case the bidders propose any other payment terms in deviation with the standard terms mentioned in the tender enquiry, it may be noted that applicable cash flow implications will be loaded on the prices quoted for commercial comparison of the offers. If advance payments are insisted by the bidders, interest at the rate of MCLR (Marginal Cost Linked Rate) as notified by State Bank of India from time to time shall be loaded on the prices for price comparison	Yes / No / Explain	

35	<p>ii.False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general Financial Rules along with such other actions as may be permissible under Law.</p> <p>A supplier who has been debarred by any procuring entry for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed.</p>	Yes / No / Explain	
36	<p>Product Scope shall offer only standard and catalogued product for Equipment / Spares Cards / assemblies. If the above offered Equipment / Cards / Assemblies are under development / to be developed the bid will not be considered.</p>	Yes / No / Explain	
37	<p>Taxes : Government of India has implemented Goods and Services Tax [GST] w.e.f 01.07.2017. The Tenderer[s] should mandatorily posses a valid GSTIN along with the GST Registration Certificate. Please send duly self attested certificate of GST Registration along with offer[s], in the absence of which</p>	Yes / No / Explain	
38	<p>The declaration regarding the proposed procurement is for Satellite or for its payload will be mentioned specifically in our Purchase Order. Successful Tenderers should consider this aspect before raising an Invoice. On all other procurements, applicable GST will be paid. Tenderers shall mention applicable GST rate along with the HSN code in their commercial Terms.</p>	Yes / No / Explain	
39	<p>HSN Code and applicable rate of GST: LEOS, Bengaluru is eligible for any Concessional GST under the following notifications:</p>	Yes / No / Explain	

40	<p>CGST and SGST :</p> <p>LEOS HAVING CONCESSIONAL GST UNDER, Government of India, Ministry of Finance (Department of Revenue) vide its Notification No. 6/2018- Central Tax (Rate), dated the 25th January, 2018, read with Notification No.24/2018-Central Tax (Rate) dated the 31st December, 2018, have inserted the serial number 243B under Chapter 88 or Any other chapter wherein it is specified that the CGST @ the rate of 2.5% shall be applicable for Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock ups and modules, raw material and consumables required for launch vehicles and satellites and payloads.</p>	Yes / No / Explain	
41	<p>IGST :</p> <p>Government of India, Ministry of Finance (Department of Revenue) vide its Notification No. 7/2018- Integrated Tax (Rate), dated the 25th January, 2018, read with Notification No.25/2018-Integrated Tax (Rate) dated the 31st December, 2018, have inserted the serial number 243B under Chapter 88 or Any other chapter wherein it is specified that the IGST @ the rate of 5% shall be applicable for Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock ups and modules, raw material and consumables required for launch vehicles and satellites and payloads.</p>	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Spectroscopic Ellipsometer-Optional accessories/spares	1.00 Lot		-		
2	Spectroscopic Ellipsometer & accessories	1.00 Sets		-		

3	Spectroscopic Ellipsometer-Installation/commissioning and training	1.00 Lot		-		
4	Spectroscopic Ellipsometer-extended warranty after completion of standard warranty	1.00 Years		-		
5	Spectroscopic Ellipsometer-AMC charges after completion of extended warranty period (Detailed Specification as per enclosure)	3.00 Years		-		