



सेमी-कंडक्टर लेबोरेटरी /Semi-Conductor Laboratory

अंतरिक्ष विभाग, भारत सरकार/Government of India, Department of Space
सेक्टर-72, सा.अ. स.नगर(मोहाल) -160071, चंडीगढ़ के समीप(पंजाब) भारत
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नवदा सूचना सं. या. एससीएल/पीट/163

TENDER NOTICE No. SCL/PT/163

दिनांक/ Dated: 09.12.2019

नदेशक, एससीएल के लिए एवं उनके ओर से सेमी-कंडक्टर लेबोरेटरी के मुख्यालय एवं भंडार, नन के लिए दो भाग में ऑनलाइन नवदाएं आमंत्रित करते हैं।

For and on behalf of The Director, Head-Purchase & Stores, Semi-Conductor Laboratory (SCL) invites Online TWO part Tender(s) for the following:

क्र. सं. या Sl.No	नवदा सं. या Tender Number	विवरण Description	सं. या/ Quantity
1.	एससीएल/पीट/एस2/ 2019ई0158901 SCL/PS2/2019E0158901	लॉक जेनरेशन इंटीगर PLL IP के लिए बाहरी डिजाइन सेवा नवदा अनुसार External Design Service for Clock Generation Integer PLL IP as per Tender	01 no.

नवदा दस्तावेज डाउनलोड करने का तथ एवं समय Date & Time for download of Tender Form	शु / Starts : 10.12.2019 समाप्त/Ends: 20.01.2020	से/ from 12:01 (IST) तक/ at 10:30 बजे/hrs (IST)
न शीट के साथ पूर्व नवदा बैठक में भाग लेने के इच्छुक के लिए बैठक का तथ एवं समय Date and time of submission of willingness to attend Pre-Bid Meeting alongwith Query sheet over email	By 19.12.2019	तक / from 16:00 (IST)
पूर्व नवदा बैठक का तथ एवं समय Date and Time of Pre Bid Meeting	22.12.2019 को/ at 11:00 बजे/ hrs (IST) onwards	
ऑनलाइन नवदा को दो भाग में तुरंत करने का तथ एवं समय Date & Time of Submission of Online Tenders in TWO Parts:	शु / Starts : 10.12.2019 समाप्त/Ends: 12.01.2020	से/ from 12:01 (IST) तक/ at 11:00 बजे/hrs (IST)
ऑनलाइन नवदाएं खोलने का तथ एवं समय (तकनीकी भाग) Date & Time of Opening of Online Tenders (Technical part):	शु / Starts : 04.02.2020 समाप्त/Ends: 06.02.2020	से/ from 15:00 (IST) तक/ at 17:00 बजे/hrs (IST)

नोट/Note:

- नवदा दस्तावेज को e-tender portal <https://eprocure.isro.gov.in> से देख सकते हैं और एससीएल का वेबसाइट www.scl.gov.in / इसरो का वेबसाइट www.isro.org / सीपीपी पोर्टल (<http://eprocure.gov.in>) से डाउनलोड कर सकते हैं।
Tender Documents can be accessed at e-tender portal <https://eprocure.isro.gov.in> and can be downloaded from SCL website (www.scl.gov.in) / ISRO website (www.isro.gov.in) / CPP Portal (<http://eprocure.gov.in>).
- नवदा धारक इस बात का ध्यान रखें कि पूर्व नवदा का समाप्त होने का तथ एवं समय उनका नवदा को नरत कर दिया जाएगा।
It is to be noted that Tender of a firm not attending the Pre-bid Meeting shall be disqualified.

Tender Details

Tender No: SCL/PS2/2019E0158901

Tender Date: 09/12/2019

Purchase Entity: Pur_Entity2

Tender Notice

E-Procurement Tender No. SCL/PS2/2019E0158901 dated December 09, 2019, SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for External Design Service for Clock Generation Integer PLL IP. Tender Documents can be downloaded from December 10, 2019 to January 20, 2020. The vendors need to get enrolled in the etender portal to access tender and submit their offer online. Vendors need to have Digital Signature Certificate as detailed on our eportal and corporate e-mail ID to register on the above portal. Only online tenders will be accepted. No Manual/Postal/courier/e-mail/fax tender will be entertained. Please note Tender fee shall not be applicable for tenders submitted on-line through this portal.

Vendor/s interested to participate in this eTender are required to register themselves as vendors, if not already registered, in our e-procurement portal <https://eprocure.isro.gov.in> by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk +91 20 2531 5555/ Mobile No.91679 69601 (Email: support.isro@nextenders.com) also the home page of eprocurement portal may be accessed for any technical help for registration and subsequent process. Vendors may please note that without registering in our Eprocurement portal they will not be able to quote for this tender.

A Pre Bid Meeting shall be held with the prospective bidders at SCL on 22.12.2019 from 1100 hours (IST) onwards to clarify issues regarding the specifications and other associated technical details of the subject procurement. The prospective bidders must, therefore, ensure that they or their authorized representatives attend the said Pre Bid Meeting in person / over tele conference / over skype as per the given schedule. In order to enable meaningful discussions in the Pre Bid Meeting, the prospective Bidders are requested to list the queries/clarifications planned to be sought by them on this Tender in the Pre Bid Meeting, in a Query Sheet and send us the said Query Sheet in advance to reach us at least three days before the Pre Bid Conference at the email ID (harjeet@scl.gov.in / a_budhwar@scl.gov.in / dc@scl.gov.in). Before submitting the bids, all prospective bidders are requested to go through the minutes of proceeding of the Pre Bid Conference which shall be placed at our website and take the same into account while submitting the bids. The Vendor who do not attend in the Pre Bid Meeting, shall not be eligible for participating in the bidding process. If any vendor submit their bid without attending Pre Bid Meeting, their bid shall be treated as unsolicited bid. .

The tenders containing price information in Technical Part will be treated as unsolicited offers and rejected. Prices should be indicated in the Price Bid format only.

Tender Attachments

Instructions to Tenderers (PT)

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1. Definitions:

a) The term Purchaser shall mean the Director, Semi-Conductor Laboratory or his successors or assignees.

b) The term Contractor/Vendor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractors Successors, representatives, heirs, executors and administrators unless excluded by the Contract.

c) The term Purchase Order/Contract shall mean the communication signed on behalf of the Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery, Software or equipment or part thereof.

d) The term Stores shall mean all that the Contractor agrees to supply under the Contract as specified in the Purchase Order including its installation, testing and commissioning, if any, as per the specifications.

2. Interested tenderers may, at their option, login to <http://eprocure.isro.gov.in> and submit offers as per details in the tender notification.

3. This being two part Tender-Technical and Commercial parts separate, the bidder should not attach any document(s) containing pricing information alongwith Technical Part. The tenders containing price information in Technical Part will be treated as unsolicited offers and rejected. Prices should be indicated in the Price Bid format only.

4. SCL reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof. The bidder is at liberty to seek information related to bidding conditions, bidding process and/or rejection of its bid.

5. In this tender either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of their principals shall provide necessary latest authorization letter obtained from their Principals/Manufacturers in their bid.

6. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the tender for the same item. If submitted, all offers submitted by the said agent shall be excluded from the procurement process.

7. The bid should be valid for a minimum period of 120 days from the due date of opening of the Technical Bid and 90 days after opening of Commercial / Price bid.

8. Bids submitted other than EGPS mode shall not be considered.

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

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

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

12. If tender opening date happens to be a public holiday, tender will be opened on the next working day and interested bidders may depute their representatives to attend the Tender Opening, with proper authorization.

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

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

15. It is to be noted that the drawings, specifications, end-use, etc., given by the purchaser, are confidential and shall not be disclosed to any third party.

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

17. The quote should indicate quantity wise unit rate separately which have to be Price bid. The Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.

18. Bidders are expected to comply with commercial and other terms and conditions given in Vendor Specified Terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.

19. All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

20. Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.

21. Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his bid. The tenderer should also indicate the Make/Type number

of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

22. Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

23. Subletting and Assignment: The contractor/supplier cannot sublet, transfer or assign the order/Contract or any part thereof or interests therein or benefit or advantage thereof in any manner whatsoever, to any other party save with the previous written consent of the purchaser. Such consent by the purchaser, however, shall not relieve or discharge the contractor/supplier from any obligation, duty or responsibility under the Purchase Order/ Contract.

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

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

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

Due to any breakdown in server/link, bid opening(technical or commercial) will be continued on the following dates.

27. The schedule of opening of Price bids shall be intimated separately to the technically qualified bidders only.

28. PROCEDURE FOR EVALUATION OF TENDERS:

Technical Evaluation Criteria:

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

Evaluation of Price Bids

The following elements shall be considered for evaluation of Priced Commercial offer:

- a. Price quoted by the bidder in the price bid template for meeting the functionalities given in the Tender and Technical Specifications sheet.

- b. Compliance with the Payment Terms prescribed in this tender document. In the event, the bidder offers Payment Terms stringent than SCL prescribed Payment Terms, the bid of the bidder shall be loaded based on Base Rate of SBI prevailing on the date of opening of Technical bid/s.

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

29. The bid should contain the following information:-

- a. Agency Commission: Bidders are required to provide the following information in respect of their authorised Indian Agent, if any, alongwith technical bid as the same is mandatory as is required for consideration of the bid. Name, Address, Telephone no. , fax no., email of the Indian Agent including the contact person. A letter from the Manufacturer/supplier in the current date certifying that the said Indian Agent is their authorised Indian Agent and also indicating the responsibilities/role of the Indian Agent under the proposed purchase. Remuneration/service charges payable to the Indian Agent under the proposed purchase. The amount of agency commission included in the price and payable to Indian Agent of the contractor shall be paid directly to the Indian Agents by the Purchasers in equivalent in Indian rupees on the basis of an invoice from him applying TT buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. The payment will be released to the Indian Agents within 30 days from the date of acceptance of the goods.

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

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

30. In case of Foreign vendor, the delivery terms should be Ex-works basis.

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

31. For Indigenous vendor, the delivery terms should be F.O.R, SCL, Mohali, Punjab. The prices quoted should be excluding of all taxes, levies and should be mentioned separately.

32. All documents/correspondence should be in English Language only.

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

34. For items having shelf life / those with maximum shelf should be supplied, if order is placed.

DOS PM 20

DOS PM 20:

INSTRUCTIONS TO TENDERERS AND TERMS and CONDITIONS (In case of Indigenous Vendor) OF TENDER

1. Bid /Open Authorization shall be submitted on line only complying specified schedule.
2. Late tenders and delayed tenders will not be considered.
3. GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. (a) Your quotation should be valid for 90 days (single part tender) and 120 days (two part tender) from the date of opening of the tender.

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

5. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non acceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

(d) Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

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

7. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income Tax clearance certificate duly countersigned by the Income Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.

8. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.

9. The authority of the person signing the tender, if called for, should be produced.

TERMS and CONDITIONS OF TENDER

1. DEFINITIONS:

(a) The term PURCHASER shall mean the President of India or his successors or assigns.

(b) The term CONTRACTOR shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.

(c) The term STORES shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants and machinery and subsequent testing, should such a condition is included in the Purchase Order.

(d) The term PURCHASE ORDER shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES: Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

3. SECURITY DEPOSIT:

On acceptance of the purchase order, the Contractor shall submit security deposit for ten percent (10 percent) value of the Purchase Order (PO) within 15 days from the date of receipt of PO towards successful execution of the PO. Security Deposit shall be submitted through Demand Draft / Bankers Cheque/ fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on non judicial stamp paper of appropriate value, and shall be valid for a period of sixty (60) days beyond the date for completion of the Purchase Order.

This will be returned by SCL immediately on execution of the PO satisfactorily as per order terms. If not, the amount will be forfeited.

Note:

Vendor at its option, can provide one instrument as Security Deposit cum PBG.

Central PSUs/PSEs/PSEs/Autonomous Bodies/MSEs shall be exempted from the payment of Security Deposit, and instead, an Indemnity Bond shall be secured from them in lieu of the Security Deposit.

4. GUARANTEE and REPLACEMENT:

a. The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.

b. For a period of 12 months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part/s thereof are faulty.

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

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

e. All the replacement store/s shall also be guaranteed for a period of 12 months from the date of arrival of store/s at purchaser's site.

f. Even while the 12 months guarantee applies to all store/s, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 24 months referred to in Guarantee and Replacement shall be asked for guarantee period plus two months.

5. **PACKING FORWARDING and INSURANCE:** The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. **DESPATCH:** The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on said to contain basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. **TEST CERTIFICATE:** Wherever required, test certificates should be sent along with the dispatch documents.

8. **ACCEPTANCE OF STORES:**

(a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.

(b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

(c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8(c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTED STORES: Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. DELIVERY:

(a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.

(b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

(ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying

with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor. In the event of action being taken under sub clause (ii) and (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re purchase made against default. The manner and method of such re purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME: As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

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

13. PAYMENT: Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

14. MODE OF PAYMENT: Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

15. RECOVERY OF SUM DUE: Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

16. INDEMNITY: The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

17. ARBITRATION: 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 the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the CONTRACTOR 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 DEPARTMENT 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.

18. COUNTER TERMS AND CONDITION OF SUPPLIERS: Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

19. SECURITY FOR PURCHASE OF MATERIALS: Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

20. In eprocurement system submission of bid is a on line process. After submission of bids, bidders have to wait for bid sealing by Purchaser. Subsequently, bidders have to complete open authorization in the eprocurement system to enable the Purchaser to open the bid. If open authorization is not completed by the bidder, then Purchaser will not be able to open the bid and the bid becomes invalid.

In case bidder encounters any technical snag pertaining to eprocurement system while acting on the tender, computer screen shot of the error message with date and time stamp on the web browser along with the query shall be emailed by the bidder to the help desk, for resolution of the problem, at least 5 working days before the due date and time of bid submission. The contact detail of the help desk is available on the home page of the eprocurement website.

Purchaser will make all efforts to resolve technical queries reported by the bidders but will not be bound to do so if the problems are reported beyond the time mentioned above. Purchaser will not be responsible for non submission of bids for such cases.

The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid well in advance before closing date and time to avoid last minute issues.

DOS PM 22

DOS PM 22:

INSTRUCTIONS TO TENDERERS AND TERMS and CONDITIONS OF FOREIGN VENDORTENDER

1. Bid /Open Authorization shall be submitted on line only complying specified schedule and complete in all respects with technical specifications, including pamphlets and catalogues.

2. A Proforma Invoice may also be given which should contain the following information:

a) The FOB/FCA value, the C and F value for import by Sea freight / Air freight up to and for air parcel post up to.....should be separately indicated.

b) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.

c) The Contractor shall invoice only for the net amount payable to deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractors invoice should separately reflect the amount of commission payable to his Indian Agent.

d) The earliest delivery period and country of origin of the Stores.

e) Bankers name, address, telephone/fax Nos. and e Mail ID of the Contractor.

f) The approximate net and gross weight and dimensions of packages /cases.

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

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

3. The FOB/FCA and C and F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderers country.
4. The offer should be valid for a minimum period of 90 days (single part tender) and 120 days (Two part tender) from the due date of opening of the tender.
5. Samples, if called for, should be sent free of all charges.
6. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.
7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
8. The details of Import Licence will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
10. Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only.
11. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
12. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
13. a) Part shipment is not allowed unless specifically agreed to by us.

b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us.

14. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.

15. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.

16. For items having shelf life, those with maximum shelf life should be supplied if order is placed.

II. TERMS AND CONDITIONS

1. DEFINITIONS:

(a) The term Purchaser shall mean the President of India or his successors or assignees.

(b) The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractors Successors, representatives, heirs, executors and administrators unless excluded by the Contract.

(c) The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery or equipment of part thereof.

(d) The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

2. PRICES: Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

3. TERMS OF PAYMENT:

3.1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

3.2 The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents:

a) Original Bill of Lading / Airway Bill

b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.

c) Packing List showing individual dimensions and weight of packages.

d) Country of Origin Certificate in duplicate.

e) Test Certificate.

f) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.

g) Warrantee and guarantee Certificate/s vide Clause 20 herein below

4. IMPORTANT LICENCE:

Reference to Import License No. and date and Contract number and date shall be prominently indicated in all the documents vide para 3.2

5. DEMURRAGE: Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10 12 days) from the date of bill of lading for sea consignments and within 3 4 days from the date of Air Way Bill for air consignments.

6. ADDRESS OF INDIAN AGENTS:

7. GUARANTEED TIME DELIVERY: The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

8. INSPECTION AND ACCEPTANCE TEST:

8.1 The Purchasers representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractors premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchasers representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractors premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

8.2 For tests on the premises of the Contractor or of any of his sub Contractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchasers representative to carry out the tests efficiently.

8.3 When the stores have passed the specified test, the purchasers representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.

9. MODE OF DESPATCH: Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.

10. PORT OF ENTRY: New Delhi/ Mumbai

11. CONSIGNEE: Purchase and Stores Officer, Stores,

12. SHIPPING MARKS.

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

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

..... (name of the Centre/Unit)

Destination: and

Port of Entry:

13. INSURANCE OF THE STORES: The necessity or otherwise of insurance will be as indicated in the Purchase Order.

14. CONTRACTORS DEFAULT LIABILITY:

14.1 The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/ agreement or within the period for which extension has been granted by the Purchaser to the Contractor.

b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

15. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause for CONTRACTORS DEFAULT LIABILITY the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause for DELAY IN COMPLETION / LIQUIDATED DAMAGES until such reasonable time as may be required for the final supply of stores.

15.1 If this Contract is terminated as provided in Clause CONTRACTORS DEFAULT LIABILITY the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

a) Any completed stores.

b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

15.2 In the event the Purchaser does not terminate the Contract as provided in Clause 14, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause 19 until the stores are accepted.

16. REPLACEMENT: If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17. REJECTION : In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either

a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or

b) terminate the Contract for default as provided under clause 14 above, or

c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

18. EXTENSION OF TIME: If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine

restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

19. DELAY IN COMPLETION / LIQUIDATED DAMAGES: If the Contractor fails to deliver of the store /s or Installation, Commissioning and Training within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one half of one percent (0.5 percent) of the total purchase order value for every calendar week of delay either in Supply or Installation, Commissioning and Training. The total liquidated damages shall not exceed ten percent (10 percent) of the purchase order value. Delivery includes Supply, Installation, Commissioning and Training.

20. GUARANTEE and REPLACEMENT:

a. The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.

b. For a period of 12 months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part/s thereof are faulty.

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

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

e. All the replacement store/s shall also be guaranteed for a period of 12 months from the date of arrival of store/s at purchasers site.

f. Even while the 12 months guarantee applies to all store/s, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 12 months referred to in Guarantee and Replacement shall be asked for guarantee period plus two months.

21. REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED: The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

22. PACKING:

a) The Contractor wherever applicable shall pack and crate all stores for sea/air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.

b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.

d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.

e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.

f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air consignments:

a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non negotiable copies)

b) Invoice (3 copies)

- c) Packing List (3 copies)
- d) Test Certificate (3 copies)
- e) Certificate of Origin.

The Contractor shall also ensure that one copy of the packing list is enclosed in each case.

23. ARBITRATION:

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 the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the CONTRACTOR 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 DEPARTMENT 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.

24. LANGUAGE AND MEASURES:

All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract.

25. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any patent, copyright or trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

26. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.

27. SECURITY INTEREST:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

28. BANK CHARGES:

While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

29. TRAINING:

The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchasers engineering / technical personnel from India and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores, number of such personnel to be mutually agreed upon.

30. APPLICABLE LAW:

The Contract shall be interpreted, construed and governed by the laws of India.

31. In eprocurement system submission of bid is a on line process. After submission of bids, bidders have to wait for bid sealing by Purchaser. Subsequently, bidders have to complete open authorization in the eprocurement system to enable the Purchaser to open the bid. If open authorization is not completed by the bidder, then Purchaser will not be able to open the bid and the bid becomes invalid.

In case bidder encounters any technical snag pertaining to eprocurement system while acting on the tender, computer screen shot of the error message with date and time stamp on the web browser along with the query shall be emailed by the bidder to the help desk, for resolution of the problem, at least 5 working days before the due date and time of bid submission. The contact detail of the help desk is available on the home page of the eprocurement website.

Purchaser will make all efforts to resolve technical queries reported by the bidders but will not be bound to do so if the problems are reported beyond the time mentioned above. Purchaser will not be responsible for non submission of bids for such cases.

The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid well in advance before closing date and time to avoid last minute issues.

Bid Templates

Annexure 1 : Specification Table for Clock Generation Integer PLL IP

Item Specifications

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Specification 1: Output Clock Frequency range : 40 - 1200 MHz			
2	Specification 2: Output Clock Frequency step : 1 MHz			
3	Specification 3: Input Reference divider 1- 64 - 1,2,3 -...,64			
4	Specification 4: Output Reference divider 1,2,4, 8 Buffered o/p driving load of 0.2pF			
5	Specification 5: Period Jitter (o/p clock) $\leq 1.2\%$ UI (Random Jitter, 1-sigma)			
6	Specification 6: Period Jitter (o/p clock) $\leq 8\%$ UI (Total Jitter)			
7	Specification 7: Duty Cycle (o/p clock) $50 \pm 3\%$ of period (47% to 53%)			
8	Specification 8: Availability of complementary clock O/P Yes Driving load of 0.2			

	pF			
9	Specification 9: Rise / Fall time (o/p clock) < 10 % of period			
10	Specification 10: Voltage swing (o/p clock) - 1.8 V			
11	Specification 11: Lock-to-Lock settling time < 200 us			
12	Specification 12: Unlock-to-Lock settling time < 200 us			
13	Specification 13: Lock Detect feature - Yes			
14	Specification 14: Bypass feature - Yes - PLL bypass from Crystal clock to o/p through multiplexer.			
15	Specification 15: Programmability - Yes - Vendor to define scheme of programmability. SCL will decide upon the scheme wherein PLL, can be all independently controlled with registers remaining inside PLL so that minimal demand is placed on RTL of end-user SoC.			
16	Specification 16: Operating Temperature range: -40 to 125 deg.C Junction Temperature			
17	Specification 17: Supply Voltage 1.8 V - 100mV pk-			

	pk periodic and random disturbance till 100kHz and +/-5 % dc variation on 1.8V.			
18	Specification 18: Supply Power < 30 mW - Including Digital Buffers and all blocks			
19	Specification 19: Silicon Area < 0.18 mm ² - Including Digital Buffers and all blocks			
20	Specification 20: Technology SCL CMOS 180nm upto 6 metal			
21	Specification 21: Layout Flexibility - Yes - Layout should be done in manner that PLL can be used for either of total 4 metal , total 5 metal or total 6 metal process options without changing signal routing and only shifting Power and Ground to 4, 5 or 6 metal options.			
22	Specification 22: Testability - Yes - Ability for independent testing of PLL in SoC.			
23	Specification 23: Power Down Mode - Yes			

Annexure 2: Deliverable Table for Clock Generation Integer PLL IP

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Deliverable 1: Schematics (Top level and Sub-Blocks)			
2	Deliverable 2: Spice / Spectre netlist (Top level and Sub-Blocks)			
3	Deliverable 3: DRC and DFM clean Fab-Ready GDSII			
4	Deliverable 4: LEF view and if possible Milkyway view (Synopsys format)			
5	Deliverable 5: CDL netlist (LVS)			
6	Deliverable 6: Verification / Simulation benches (Top level and Sub-Blocks)			
7	Deliverable 7: Simulation Waveforms (Pre and Post layout with PVT and mismatch)			
8	Deliverable 8: Data sheet of specifications achieved (Top level and Sub-Blocks)			
9	Deliverable 9: Behavioral / Verilog model.			
10	Deliverable 10: All IPs with the perpetual license for unlimited use and modifications, transferred to SCL. Also in implementing this PLL, vendor to ensure no			

	violations on third party IPs.			
11	Deliverable 11: Four Milestone reviews will be carried out by SCL at pre-layout, layout, post-layout and silicon validation level.			
12	Deliverable 12: Detailed documentation			
13	Deliverable 13: Testing assistance (on-site engineer), mutually agreed testing Methodology and Documentation to be provided to SCL. Based on package mutually agreed between SCL and the vendor, package, assembly and testing infrastructure will be arranged by SCL.			
14	Deliverable 14: Board development for Testing at Package level (Device level) to be taken up by vendor.			
15	Deliverable 15: Deliverables are not only limited to the above mentioned items, any other deliverable deemed relevant by the vendor for successful design of PLLIP shall be included.			

Annexure 3: Timeline for Clock Generation Integer PLL IP

Item Specifications -II

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Three (3) months or earlier for tape-out for Mask data preparation and completion of all activities needed before tape-out in Deliverable Table in Annexure-2.			
2	One (1) month after tape-out for completion of all remaining activities till point no. 12 in Deliverable Table in Annexure-2.			
3	Typical time for Mask preparation from tape-out is one (1) month and for wafer fabrication is three (3) months.			
4	Typical time for Post-fabrication silicon validation activity, including packaging, is 2 months.			
5	Note 1: Point no. 3 and 4 are typical time for fabrication and Post-Fabrication activities. Due to unforeseen exigencies time for these activities may extend.			
6	Note 2: All EDA Software for design of PLLIP will be arranged by the vendor from EDA companies without any involvement			

	of SCL.			
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Annexure 4: Eligibility Criteria

Item Specifications -IV

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Only those Parties who have prior experience in the designing and testing of Phase Locked Loop integrated circuit are eligible to submit their proposal. The Party shall provide evidence of successful delivery of PLL IP in 180nm or lower nodes to its customer.			
2	Complete job shall be treated as one project and SCL shall award the purchase order /contract for the complete project to one Party only.			
3	Parties with Headquarters/office in India shall only be eligible to participate in the tender.			
4	Interested parties may please provide the details of their representatives taking part in the pre-bid meeting in person/over telephonic conference/over Skype.			

	The parties who do not participate in the pre-bid meeting will not be eligible for participating in bidding process.			
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Annexure 4: Post-Delivery Support

Item Specifications -V

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	Integration Support for integration / embedding of PLL IP in one digital System-On-Chip (SoC) is to be provided by Party after successful delivery of PLL IP by the Party. This integration support will be valid for atleast one year after successful delivery of PLL IP by the Party and acceptance thereupon by SCL. Any problem encountered in PLL during this period will be addressed by the Party through electronic media of telephone or e-mail and depending upon the gravity of problem support engineer of the Party should visit SCL for resolution of the problem on mutually agreeable basis with maximum response time of 48 hours.			

2	All expenses on the visit(s) of the Party's engineer such as to and fro travel costs, local transportation, boarding and lodging etc. during post-delivery support period shall be borne by the Party.			
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Vendor Specified Terms

Description	Vendor Terms
<p>1. This being two part Tender-Technical and Commercial parts separate, the bidder should not attach any document(s) containing pricing information along with Technical Part. The tenders containing price information in Technical Part will be summarily rejected. Prices should be indicated in the Price Bid format only.</p> <p>If any pricing information, Vendor/s like to provide shall be uploaded as a separate pdf file under tab Supporting documents (Commercial).</p>	
<p>2. A Pre Bid Meeting shall be held with the prospective bidders at SCL on 22.12.2016 from 1100 hours (IST) onwards to clarify issues regarding the specifications and other associated technical details of the subject tender. The prospective bidders must, therefore, ensure that they or their authorized representatives attend the said Pre Bid Meeting in person / over tele conference / over skype as per the given schedule. In order to enable meaningful discussions in the Pre Bid Meeting, the prospective Bidders are requested to list the queries/clarifications planned to be sought by them on this Tender in the Pre Bid Meeting, in a Query Sheet and send us the said Query Sheet in advance to reach us at least three days before the Pre Bid Meeting at the email ID (harjeet@scl.gov.in / a_budhwar@scl.gov.in / dc@scl.gov.in). Before submitting the bids, all prospective bidders are requested to go through the minutes of proceeding of the Pre Bid Meeting which shall be placed at our website and take the same into</p>	

account while submitting the bids.

The Vendor who do not attend in the Pre Bid Meeting, shall not be eligible for participating in the bidding process. If any vendor submit their bid without attending Pre Bid Meeting, their bid shall be treated as unsolicited bid.

3.DELIVERY TERMS (FOR FOREIGN VENDOR):

(i)For supply Item/s: Prices shall be quoted on FCA nearest International / Gateway airport basis inclusive of all taxes, levies, duties arising in the tenderer country.

(ii)Documentation and views for Clock Generation Integer PLL IP as per deliverable table: Electronically or by Media.

4.DELIVERY TERMS (FOR INDIGENOUS VENDOR):

(i)For Supply: Stores shall be despatched on F.O.R destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of GST as may be applicable.

(ii) Documentation and views for Clock Generation Integer PLL IP as per deliverable table: Electronically or by Media.

5.MODE OF DESPATCH (IN CASE OF FOREIGN VENDOR):

i.For Supply: Store (s) shall be dispatched by air to IGI Airport; New Delhi under consolidation services through Purchaser designated freight forwarder. The contact details of the Freight Forwarder shall be indicated in the purchase order.

ii.Documentation and views for Clock Generation Integer PLL IP as per

deliverable table: Electronically or by Media.

6. MODE OF DESPATCH (FOR INDIGENOUS VENDOR):

i. For Supply: Vendors responsibility.

ii. Documentation and views for Clock Generation Integer PLL IP as per deliverable table: Electronically or by Media.

7. SECURITY DEPOSIT:

On acceptance of the purchase order, the Contractor shall submit security deposit for ten percent (10 percent) value of the Purchase Order (PO) within 15 days from the date of receipt of PO towards successful execution of the PO. Security Deposit shall be submitted through Demand Draft / Bankers Cheque/ fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on non judicial stamp paper of appropriate value, and shall be valid for a period of sixty (60) days beyond the date for completion of the Purchase Order.

This will be returned by SCL immediately on execution of the PO satisfactorily as per order terms. If not, the amount will be forfeited.

Note:

(i) Vendor to ensure that Banker gives Bank Guarantee (BG) confirmation over email from their Domain directly, immediately after issuance of the same at the following email Ids:

a.njain@scl.gov.in

b.abudhwar@scl.gov.in

c.harjeet@scl.gov.in

d.dc@scl.gov.in

(ii) Vendor at its option, can provide one instrument as Security Deposit cum PBG. In addition the banker may send a scanned copy of the BG as an attachment.

Central PSUs/PSEs/PSEs/Autonomous Bodies/MSEs shall be exempted from the payment of Security Deposit, and instead, an Indemnity Bond shall be secured from them in lieu of the Security Deposit.

8. WARRANTY PERIOD:

The Contractor shall provide warranty for a period of 12 months from the date of supply at no extra charges against any manufacturing defect/faulty workmanship. In case any defect/faulty workmanship arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works.

All expenses on the visit(s) of the contractor engineer such as To and Fro travel costs, local transportation, boarding and lodging etc. during warranty shall be borne by the contractor.

9. WARRANTY REPLACEMENTS:

If in the opinion of the purchaser it becomes necessary to replace or repair defective equipment during the warranty period, such replacement or repair shall be made by the Contractor free of all costs to the Purchaser provided the notice informing the Contractor of the defect is given by the Purchaser in this regard, within period of 14 months from the date of acceptance thereof.

All replacement parts during the warranty period shall be supplied by the Contractor, free of cost on DDP (Delivery Duty Paid) basis with freight and insurance upto Purchaser site at S.A.S. Nagar, Punjab and customs duty applicable in India to the Contractor account including compliance with the customs procedure in India.

The indigenous Vendor, replacement parts, if any, shall be supplied by

the Contractor free of cost on F.O.R. Purchaser site at SAS Nagar, Punjab basis.

All defective part/s including the imported part/s shall be returned by Purchaser to the Contractor, if requested, on Freight to pay basis after receipt of replacement part/s..

10. GUARANTEE AND REPLACEMENT:

a. The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.

b. For a period of 12 months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part/s thereof are faulty.

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

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

e. Even while the 12 months guarantee applies to all store/s, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 12 months referred to in Guarantee and Replacement shall be asked for guarantee period plus two months.

<p>11.PERFORMANC BANK GUARANTEE(PBG):</p> <p>To fulfil conditions of one year of Warranty period, the Vendor shall furnish Demand Draft / Bankers Cheque/ fixed deposit receipt or Bank Guarantee (as per format given by purchaser lateron) for an amount equivalent to 10 percent of the value of the Contract and shall be valid for a period of 60 days beyond the expiry date of Warranty period. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.</p> <p>Note:</p> <p>Vendor to ensure that Banker gives Bank Guarantee(BG) confirmation over email from their Domain directly immediately after issuance of the same at the following email Ids:</p> <p>a.njain@scl.gov.in</p> <p>b.abudhwar@scl.gov.in</p> <p>c.harjeet@scl.gov.in</p> <p>d.dc@scl.gov.in</p> <p>ii. Vendor at its option, can provide one instrument as Security Deposit cum PBG. In addition the banker may send a scanned copy of the BG as an attachment.</p>	
<p>12.EXPORT FORMALITIES, TAXES & DUTIES (IN CASE OF FOREIGN VENDOR):</p> <p>Any export approvals/Govt. clearances required, Taxes and duties as per laws of the exporting country shall be the responsibility of Vendor.</p>	
<p>13.TAXES(FOR INDIGENOUS SUPPLIER):</p>	

<p>Please indicate the rate of GST/ any other Govt levy as applicable. Purchaser is eligible to issue concessional GST exemption certificate to avail concessional GST of 5% for supply portion as per Ministry of Finance, Department of Revenue, Notification Nos. 45/2017 Central Tax (Rate) and 47/2017 Integrated Tax (Rate) both dated 14th November, 2017 respectively and would accordingly issue Exemption Certificate in favour of the contractor quoting in Indian Rupees. The bidder should take note of the same while quoting the prices in Indian Rupees.</p>	
<p>14. For imported materials, Purchaser is entitled to issue Customs duty exemption certificate (CDEC) to the contractor to avail Concession on custom duty under customs notification no.51/96 dated 23.07.1996 and subsequent amendments to enable the contractor to avail off the benefit of concessional rate of customs duty under this notification. CVD under this notification is nil. In addition to the above CDEC, any documentary support requested by the contractor from the purchaser for customs clearance of goods against the above CDEC shall be provided by the purchaser. The concessional customs duty shall be applicable as per Govt. Of India Notification as applicable from time to time.</p> <p>(Purchaser will provide Customs Duty Exemption Certificate in case of Import Orders/ imported supplies/ High Sea Sales).</p>	
<p>15. DELIVERY PERIOD:</p> <p>The Vendor should mention complete milestone for delivery / completion period inclusive of all Govt. formalities of exporting country (if any).</p>	
<p>16. DELAY IN COMPLETION/LIQUIDATED DAMAGES:</p> <p>If the Contractor fails to deliver of the store/s within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of half percent (0.5 percent) of the total purchase order value for every calendar week of delay. The total liquidated damages shall not exceed ten percent (10</p>	

percent) of the purchase order value.

17.TERMS OF PAYMENT(IN CASE OF FOREIGN VENDOR):

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

90% of the PO value shall be paid within 30 days of receipt of material at Purchaser site against presentation of shipping documents to SCL banker routed through Vendor/contractor bank and the balance 10% amount shall be payable on acceptance of the entire project against a Performance Bank Guarantee.

SCL banker details are as under:

State Bank of India
Semi-Conductor Laboratory
Sector 72, Mohali
Punjab - 160071, INDIA.Payment shall be released after TDS for services.

18.TERMS OF PAYMENT(IN CASE OF INDIGENOUS VENDOR):

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

90% of the PO value shall be paid within 30 days of receipt of material at Purchaser site against presentation of shipping documents to SCL and the balance 10% amount shall be payable on acceptance of the entire project against a Performance Bank Guarantee.

Payment shall be released after TDS for services.

<p>19.BANK CHARGES:</p> <p>While the Purchaser shall bear the Bank Charges payable to his Banker in INDIA and the Vendor shall bear all the Bank Charges payable to their Bankers outside INDIA.</p>	
<p>20.REPLACEMENT:</p> <p>If the store/s or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.</p>	
<p>21.INSURANCE OF THE STORES:</p> <p>In case of Foreign Vendor, Insurance of stores(if any) for transit risks shall be arranged by Purchaser.</p> <p>For Indigenous Vendor, Insurance of the stores (if any) for transit risks shall be the responsibility of Vendor.</p>	
<p>22.VALIDITY:</p> <p>The bid should be valid for a minimum period of 120 days from the due date of opening of the Technical Bid and 90 days after opening of Commercial bid.</p>	
<p>23.ARBITRATION:</p> <p>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</p>	

<p>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 the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.</p> <p>Work under the Contract shall be continued by the CONTRACTOR 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 DEPARTMENT 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.</p>	
<p>24.APPLICABLE LAW:</p> <p>The tender shall be interpreted, construed and governed by laws of India. The contract shall be subject to exclusive Jurisdiction of the Court of SAS Nagar (Mohali), Punjab, India</p>	
<p>25.PACKING & FORWARDING:</p> <p>The Contractor shall pack and crate all stores for air/sea/road shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail, air or sea. The Contractors shall be</p>	

responsible for all damages due to improper packing.	
<p>26. EXTENSION OF TIME :</p> <p>If the completion of supply of store/s is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.</p>	
<p>27.a. Name and address of Indian agent, if any.</p> <p>b. Percentage of Indian agent commission, if any: Indian agent remuneration/service charge shall be payable by the Purchaser directly to the Indian agent in Indian Rupees based on T.T buying rate of exchange prevailing on the date of placement of purchase order within 30 days of acceptance of material at purchaser site.</p>	
28. ANY OTHER TERM:	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
External Design Service for Clock Generation Integer PLL IP PLL IP	-	1	Each	-	-

Break-up of other taxes and other costs should be specified in respective narration columns.

Sum of these Break-up values should be specified in respective value columns.

Supporting Documents from Vendor (Commercial)

Document attachment with price bid

Attachment - I:

Attachment - II: