TENDER DOCUMENT

COMPRISING OF REQUEST FOR PROPOSAL, INSTRUCTIONS TO BIDDERS, TECHNICAL SPECIFICATIONS AND COMMERCIAL TERMS FOR DEVELOPMENT AND PORTING OF LOGIC MULTI-TIME PROGRAMMABLE (MTP) NON-VOLATILE MEMORY (NVM) AND DELIVERY OF ADDITIONAL MEMORY MACROS.

PUBLIC TENDER REF. NO: SCL/P&S/44969/DTDD/2024



SEMI-CONDUCTOR LABORATORY (SCL)

MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLGY

GOVERNMENT OF INDIA

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SEMI-CONDUCTOR LABORATORY (SCL)

REQUEST FOR PROPOSAL (RFP)

The prospective bidders are requested to go through all the PARTS (A–F) of this document carefully and submit their bids in accordance with the 'General Instructions to Bidders', 'Procedure for Submission of Bids', 'Technical Specifications' and 'Commercial & other Terms and Conditions' given herein.

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PART-A

GENERAL INSTRUCTIONS TO BIDDERS

1.	General Conditions:
a)	This document should be read in conjunction with the Public Tender Notice, Instructions to Bidders', 'Technical Specification' and Commercial Terms'.
b)	This is a two-part Tender i.e. Technical and Commercial part needs to be submitted in two separate sealed covers. The bidder should not keep any document(s) containing pricing information along with Technical bid. The tenders containing price information in Technical bid will be treated as unsolicited offers and rejected. Prices should be indicated in the Commercial/ Price Bid format only.
c)	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.
d)	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.
e)	Bids received on fax/e-mail and unsealed bids shall be treated as invalid and shall be rejected.
f)	Bids in English should be submitted with a covering letter on bidder's letter head duly signed by the authorized signatory of the bidder.
g)	All correspondence and documents must bear SCL's Tender reference number.
h)	SCL is not responsible for the loss/delay in transit of any bid/any document related to this Tender.
i)	Late and delayed bids shall not be considered.
j)	SCL reserves the right to accept the lowest or any other bid in whole or in part without assigning any reason(s).
k)	SCL reserves the right to reject the lowest or in part any bid or all bids without assigning any reason(s).
1)	SCL reserves the right to defer/postpone/re-schedule the bid opening. However efforts will be made to inform the vendors about the postponement in advance.
m)	All documents including bid, specifications, schedule notices, correspondence, operating and maintenance instructions / drawing etc. shall be in English language.
n)	The vendors are required to give detailed price break-up for the tendered equipment.
0)	Bid should be in conformity with technical specifications mentioned in the tender document. Exclusions/deviations should be separately listed out by the bidder and shall be mentioned in a separate letter in the technical bid.

- p) Bidders are expected to comply with the 'Commercial and other Terms & Conditions' given in PART-C of this RFP. In case of any deviation, the reasons thereof should be clearly specified in the compliance/response column of PART-C.
- q) Bidder shall submit 'Technical and Un-Priced Commercial Offer' and 'Priced Commercial Offer in two separate sealed cover duly signed by their authorized signatory. Bidder shall initial corrections/ overwriting(s) if any. In case of any discrepancy between rates mentioned in figures and words, the rates whichever are less shall prevail.

In case of any discrepancy between rates mentioned in the unit price column and amount column, the correct amount after multiplying unit rate with quantity shall prevail.

r) The authority of persons signing the bid, if called for, shall be produced by the bidder.

2. **Pre-Bid Meeting:**

A Pre-bid meeting shall be held with the prospective bidders through video conference as per scheduled given in the Public Tender Notice to clarify technical/commercial queries of the bidders. All interested bidders should send their request for pre bid meeting through email at aktyagi@scl.gov.in & abudhwar@scl.gov.in. The link to join the proposed Pre-bid meeting will be shared with you.

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 Document and the technical specifications in the Pre-bid meeting, in a "Query Sheet" given at **PART-E** of this Tender Document. These Query Sheets shall be discussed and the clarifications sought therein shall be provided during the Pre-bid meeting. The prospective bidders are requested to send us the said Query Sheets listing their questions, if any by email/ fax in advance to reach us at least two days before the Pre-bid meeting.

No queries/clarifications shall be entertained after the Pre-bid meeting and the bidder(s) shall be required to submit their bid(s) as per schedule given in the Public Tender Notice.

Before submitting the bid, all the prospective bidders are requested to go through the minutes of proceedings of the Pre-bid meetings which shall be placed at SCL's website and take the clarifications/ modifications/changes (if any) mentioned therein into account while submitting the bid.

3. Tender Document Fee:

If the Tender Document comprising of Public Tender Notice Technical Specifications and RFP have been downloaded from SCL website, bidders are not required to submit Tender Document Fee.

If the Tender documents are obtained/required by the prospective bidders to be sent by post, bidders are required to submit a bank draft (non-refundable) for Rs. 590.00 (Rs. 500.00 + GST @ 18%) or equivalent in foreign currency along with their request for Tender Documents. The Bank Draft should be drawn in favour of Semi-Conductor Laboratory payable at Mohali/Chandigarh and shall be valid for a period of three months.

Bidders are also advised to provide their complete address, telephone number, fax no and email ID etc.

Vendors registered as MSEs and registered with KVIC and small scale Industries Units included in the list of National Small Industries Corporation are exempted for tender document fee. Supporting documentary evidence shall be enclosed in the technical bid in this regard.

Foreign vendors submitted their bids directly are exempted for Tender document fee.

4. Instructions on Indian Agents (if any):

Bidders are required to provide the following information in respect of their authorized Indian Agent, if any, along with 'Part-2' marked 'Technical' as the same is mandatory and is required for consideration of the bid.

- i) Name, Address, Tel. No./Fax No./ e-mail of the Indian Agent including the contact person.
- ii) A letter from the OEM in the current date certifying that the company at Sr. No. 3 (i) above is their authorized Indian Agent and also indicating the responsibilities/ role of the Indian agent under the proposed bid.
- iii) Remuneration / Service Charges payable to the Indian Agent under the proposed bid.
- iv) It is understood and agreed to between SCL and the bidder that the agent specified in the bid is the only agent involved under the proposed bid and the remuneration/service charge specified in the bid is the only remuneration/service charge involved and is payable only in Indian Rupees for the Indian Agent. Payment of such remuneration/service charge to the Indian Agent in the foreign currency or any payment by the bidder to any undeclared third party related to this Tender shall be deemed illegal and all consequential liabilities shall be to the account of the bidder.

5. **Procedure for submission of Bids:**

The bid for the tendered equipment shall be submitted in following three sealed envelopes as per the instructions given below:

a) Envelope marked 'Part-1 - 'Earnest Money Deposit':

- a. Bidders are required to submit bids along with prescribed Earnest Money Deposit (EMD)amount of Rs. 5,00,000.00(Rupees Five Lakhs Only as per details in the tender. EMD instrument in original should be sent in a sealed cover with a covering letter quoting tender number.
- b. Foreign Bidder directly submitting bid (not through their Indian Agent or Indian Counterpart or Indian subsidy) shall be exempted from the payment of EMD.
- c. Central PSUs/ PSEs/ Autonomous Bodies, Micro and Small Enterprises(MSEs)having valid registration with MSME or NSIC or Udyog Aadhaar, Khadi and Village Industries Commission(KVIC), National Small Industries Corporation, produced and provided by MSE and start-ups recognized by Department of Industrial Policy & Promotion (DIPP) etc., shall be exempted from the payment of EMD. Bidders seeking exemption from payment of EMD shall submit necessary proof of relevant documents etc.
- d. MSME submitting bid on behalf of foreign vendor shall not be exempted for submitting EMD.
- e. Traders who are registered as MSMEs shall not be exempted for submitting EMD.

- The bid submitted by vendor without EMD will not be considered.
- g. EMDshallbesubmittedinasingleinstallmentthroughDemandDraft/BankersCheque/Fi xedDeposit Receipts or Bank Guarantee in favour of Semi-Conductor Laboratory from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value. In case of fixed deposit receipt /bank guarantee, it shall be valid for a period of 45 days beyond the final tender validity date. EMD shall be interest free.
- h. Vendors/firms name and tender no. shall be indicated on the reverse side of the EMD instrument.
- i. EMD instrument should not be dated prior to the date of tender.
- j. SCL will not be responsible for non-receipt of EMD instrument due to postal delay/loss in transit.
- k. Any tender not a companied with EMD shall be treated as invalid tender and rejected.
- 1. EMD of a bidder shall be forfeited if the tenderer/Contractor withdraws or amends his tender or deviates from the tender in any respect within the period of validity of the tender. Failure to furnish security deposit/performance bond by a successful vendor within the specified period shall also result in forfeiture of EMD.
- m. EMD shall be refunded to all the unsuccessful bidders within thirty (30) days after placement of the Purchase Order. EMD shall be refunded to the successful tenderer/Contractor after payment of the Security Deposit or may be adjusted against the Security Deposit. EMD shall be refunded to all the participants in cases where the tender is cancelled or withdrawn by the purchaser, within thirty days from the date of such cancellation or withdrawal.
- b) Envelope marked 'Part-2 - Technical' to contain Technical Offer, un-priced Commercial Offer as per details given below:
 - Technical offer comprising of compliance/response to detailed technical i) specifications forming part of this RFP.
 - ii) Un-priced Commercial Offer including bidder's compliance/response to SCL's commercial and other terms & conditions of this RFP.
 - iii) Complete product literature along with list of options and available / planned upgrades.
 - Requirements to be fulfilled by SCL, if any, for installation, commissioning and iv) testing.
 - Acceptance Test Procedure v)
 - Details of Indian Agent & Letter from the OEM in the current date vi)
- Envelope marked 'Part-3 Commercial' to contain the 'Priced Commercial Offer' C) indicating prices as under:
 - i) Prices as per 'Quote Format' at Part-D.
 - ii) Itemized quote for spares and consumables (if any) for one year of operation. It may please be noted that prices of the same is for reference purpose only and shall not be considered for commercial evaluation of bid.
- D) The sealed envelopes 'Part-1 - Earnest Money Deposit', 'Part-2 - Technical' and 'Part-3 -Commercial' should be put in a single envelope for the tendered equipment which should also be sealed and superscribed with the Tender reference no., due date and time. The above individual sealed envelopes should also be superscribed with Tender reference no., due date and time.
- E) Inner and outer envelopes shall indicate the name and address of the bidder.
- F) The bid for the tendered equipment submitted as above shall be sent at the following address and should reach SCL, S.A.S. Nagar, Punjab, India no later than the last date and time of submission of sealed bids as indicated in the Public Tender Notice.

Head, Purchase & Stores, Semi-Conductor Laboratory, Department of Space, Government of India, Sector-72, S.A.S. Nagar, Punjab-160 071, India. Phone: +91-172-2296166, Fax: +91-172-2297410 Email: hps@scl.gov.in G) Bids which are not submitted in accordance with the procedure given above are liable to be disregarded. 6. Bid opening: The envelopes marked 'Part-1 - 'Earnest Money Deposit' and 'Part-2 - Technical', shall be opened as per schedule indicated in the Public Tender Notice at SCL, S.A.S Nagar, Punjab, India, in the presence of the bidders/their authorized representative who wish to be present. The bidders are, therefore, requested to visit or depute their authorized representative to SCL, S.A.S. Nagar (Mohali), Punjab, India to attend the said bid opening as per the schedule given in the Public Tender Notice. The authorized representatives of the bidders who are deputed to attend the opening of 'Part-1 Earnest Money Deposit' and 'Part-2 Technical' of the bids should have an authorization letter from the bidder to attend the same. 7. Commercial offer opening: The envelopes marked 'Part-3 - Commercial' shall be opened of only technically qualified bidders in the presence of the technically qualified bidders/their authorized representative who may like to attend the bid opening. The schedule of opening of 'Part 3 - Commercial' shall be intimated to the technically qualified bidders separately. The authorized representatives of the bidders who are deputed to attend the opening of 'Part-1 Tender Document Fee' and 'Part-2 Technical' of the bids should have an authorization letter from the bidder to attend the same. 8. Extension in the last date of submission of Bids: Based on the response to the Public Tender Notice, SCL reserves the right to extend the last date of submission of bids and to reschedule the opening of 'Part 1 - Earnest Money Deposit and 'Part 2 - Technical'. 9. Verification: SCL reserves the right to verify all claims made by the bidder. 10. 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. In case quotations are submitted in foreign currencies, during preparation of price tabulation, Foreign Exchange (FE) conversion rate vis-a-vis Indian currency (INR) will be worked out on the basis of FE TT selling rate prevailing on the day of opening of technical bids.
- c. 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 as per prime lending rate of Reserve Bank of India (RBI)and added to the landed cost.
- d. In the event of the bidder requiring SCL to bear bank charges outside India (foreign bank charges), the bidders bid shall be loaded suitably on the quoted price towards bank charges outside India.
- e. In case, the price quoted is FCA/FOB/Ex-works, the charges towards Freight as quoted or a maximum of 5% of price quoted, Customs Duty taxes as applicable shall be taken into account to arrive landed cost.

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- 1. Late tenders and delayed tenders will not be considered.
- 2. GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
- 3. (a) The 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. Otherwise, SCL reserves the right to reject the tender.

- 4. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
- 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 by bidder in their in your offer. If dimensional details are available, the same should be indicated by bidder in their 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.
- 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 enclose along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by theIncome-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 CONDITIONS OF TENDER

1. DEFINITIONS:

- (a) The term PURCHASER shall mean the Director, SCL 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 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 tender and placement of order, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re -purchase of the stores contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE 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 24 months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 26 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 26 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 24 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) To fulfil guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed for a period of 24 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 24 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 26 months referred to in para 4 (b) (c) shall be the asked for guarantee period plus two months.

5. PACKING FORWARDING 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) (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 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 contact.

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 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.

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.

- 1. A Performa 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.
- 2. The FOB/FCA and C and F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderers country.
- 3. 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.
- 4. Samples, if called for, should be sent free of all charges.
- 5. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.
- 6. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
- 7. The details of Import Licence will be furnished in the Purchase Order.
- 8. The authority of person signing the tender, if called for, shall be produced.

- 9. 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.
- 10. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
- 11. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
- 12. 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.
- 13. 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.
- 14. 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.

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

IMPORTANT LICENCE:

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

5. **DEMURRAGE**:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in the bankers within a reasonable time (say within 10 to 12 days) from the date of bill of lading for sea consignments and within 3 to 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 Purchaser 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 require d 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: .

Port of Entry:

For Air Consignment : New Delhi

For Sea consignment :Navi Mumbai

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 14 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 19 until such reasonable time as may be required for the final supply of stores.
- 15.1If this Contract is terminated as provided in Clause 14 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 for DELAY IN COMPLETION / LIQUIDATED DAMAGES 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 Purchasers 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 the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one half of one percent (0.5percent) of the Contract price of the undelivered stores for each calendar week of delay.

The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

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 24 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 26 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any parts thereof are faulty.

- c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals shall be made by the Contractor free of all costs to the purchaser provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 26 months from the date of acceptance thereof.
- d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection

thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has developed within the said period of 24 months or as to whether r the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.

- f) To fulfil guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10 Percent of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- g) All the replacement stores shall also be guaranteed for a period of 24 months from the date of arrival of stores at purchasers site.
- h) Even while the 24 months guarantee applies to all stores, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 26 months referred to in Clause 20 (b) and (c) 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) Trans-shipment of equipment shall not be permitted except with the written permission of the purchaser.
- f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air consignments:
- 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 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.

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 fulfilment 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.

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.

PART-B

COMPLIANCE STATEMENT FOR TECHNICAL SPECIFICATIONS

This format is to be submitted AS PART OF 'TECHNICAL & UNPRICED COMMERCIAL OFFER' ('Part-2 marked Technical').

Technical Compliance Document

Scope of Work for 'Development and Porting of Logic Multi-Time Programmable (MTP) Non-Volatile Memory (NVM) and Delivery of additional Memory Macros'

Descriptions	Vendor's Compliance Yes/No	Remarks if any
A. Introduction: Semi-Conductor Laboratory (SCL) is engaged in the development and manufacture of Very Large Scale Integrated Circuits (VLSI 1983. Presently, SCL manufactures Digital, Analog & Mixed Signal domain Semiconductor products, including ASICs (Application Specific ICs) in 180 nm technology in its 8-inch wafer fabrication facility. SCL also has a 6-inch walline for MEMS (Micro-electro Mechanical systems) fabrication. Both the 8-inch fab lines co-exist in the same building and share common infrastructutilities. The capability augmentation of 8-inch wafer fabrication facility is plannal licensing of a Logic Multi-Time Programmable (MTP) Non-Volatile Memory with multi-bit programmable and any one or combination of byte-, sectorerase function in SCL 180nm CMOS 1.8V/5V standard logic process. This do provides the specifications and deliverables including a qualification in macro of at least 256Kbit and additional five number of memory maspecified in Table-1: MTP-NVM Specification and Deliverables. IP vend choose to have upto two additional implant layers over the standard logic without any process development.	Is) since ins VLSI in CMOS ifer fab- inch and iture for ed with y (NVM) or chip- cument memory icros as lor may	
B. Eligibility Criteria:		
1 Vendor must have developed and qualified logic NVM IP in CMOS at 180nm or advanced node in minimum of two foundries. Ver provide list of foundries and the process node to which such IP is ap	ndor to	
The Vendor may submit the bid directly or through their duly autrepresentative. The Vendor shall submit letter duly authorizing representative to participate in the bid and the same shall be subwith the technical bid. The authorization letter shall be dated at tender release date.	ng their bmitted	
Only those vendors who can execute the complete project should the proposal. Proposals received for part work shall not be consider		

1	C. Specification: The <i>Table-1: MTP-NVM Specification and Deliverables</i> of this section provides main specifications and deliverables.					
Table	-1: MTP-NVM Specificatio	n and Deliverables				
# Item		Specifications				
1	IP to be embedded in	SCL 1.8V/5V (Dual Gate Oxide) Standard Logic 180nm Process with an option of additional upto two implant masks without any process steps development. Additional implant mask(s), if opted by the vendor, shall follow Active Area (Shallow Trench) definition. Further, vendor shall provide implant details and identify the insertion points of these additional masks, if any, in the standard process flow.				
2	Memory Macro for IP Qualification	≥ 256Kb with 32IO (x32) and single bit ECC function. The Qualification Macro shall be usable as any other Memory Macro in S.N.4 of the Table-1.				
3	Operating Supply Voltage	VDD1: 1.62V to 1.98V (1.8V ±10%) VDD2: 3.0V (or lower) to 5.5V				
4	List of Memory Macro to be supplied in addition to Qualification Macro	32x8, 256x8, 256x16, 1Kx16, 512x32; all with single bit ECC function.				
5	Special device requirement, if any e.g., MOSFET with Vgs or Vds or VSb >VDD2	None. Requirement, if any, of high-voltage generation shall be available within NVM IP.	S			
6	Bitcell Area	cell Area ≤ 6μm², please specify X and Y dimensions				
7	Program & Erase Scheme	Program: 4-bit or Byte Erase: Byte or Sector or Chip or any combination				
8*	Access Time (max)	85ns with ECC				
9*	Program Time (max)	for 4-bit or Byte: 425us				
10*	Erase Time (max)	for Byte Erase: 1ms, if available for Sector or Chip Erase: 400ms				
11*	Standby Current (max)	IVDD1: 110uA, IVDD2: 24uA				
12*	Read Current (max) @10MHz	IVDD1: 7mA, IVDD2: 11mA				
13*	Program Current (max)	For 4-bit or Byte programming: IVDD1: 5mA, IVDD2: 30mA				
14*	Erase Current (max)	Byte Erase: Vendor to specify IVDD1 and IVDD2, if available Sector Erase: IVDD1 (1mA), IVDD2 (30mA) Chip Erase: IVDD1 (1mA), IVDD2: (50mA)				

15*	Qualification Method	As per the list of qualification tests included in Annexure-A.				
16	Endurance (Program/Erase cycles)	≥ 1000				
17	Retention	≥ 10 years at 125°C				
18	Operating Temperature Range	-40°C to 125°C (for both Access and Program)				
19	Interface Compatibility	Embedded NVM IP must interface with 1.8V				
		supply digital block placed on same die. It is required to have all digital interfacing signals between embedded memory and digital block to transition between OV and 1.8V. This is to be ensured by embedded NVM IP. If level translators are required then they must be part of NVM IP.				
20	Memory Cut Views .cdl for LVS purpose, GDSII, .lib, .lef, .v, Datasheet. The datasheet shall include Memory Organization (e.g. number of Row, Column, Block, Sector, as applicable)					
21	Testability	Qualification Macro and additional Memory Macros mentioned in S.N.4 of <i>Table-1: MTP-NVM Specification and Deliverables</i> should be functionally testable for all bits at die sort stage to avoid yield loss at subsequent testing stages.				
22	BIST	Memory Macro shall be compatible with BIST feature. This may be provided as a separate wrapper block in RTL format using checkerboard pattern.				
_		ough 15 are specific to Qualification Macro. Other cos including Qualification Macro.				
again	D. Vendor Deliverable and Responsibilities: In addition to the deliverables against the items in <i>Table-1: MTP-NVM Specification and Deliverables</i> , the vendor shall provide					
1	Development and Qualific					
2	The GDS along with documentation of the Process Control Monitor (PCM) and any other test chip required for MTP NVM development and porting into SCL 1.8V/5V Logic Process.					
3	Bit cell operation docume	ent				
4	Characterization and Qualification reports and test results for the parameters defined in <i>Table-1: MTP-NVM Specification and Deliverables</i> .					

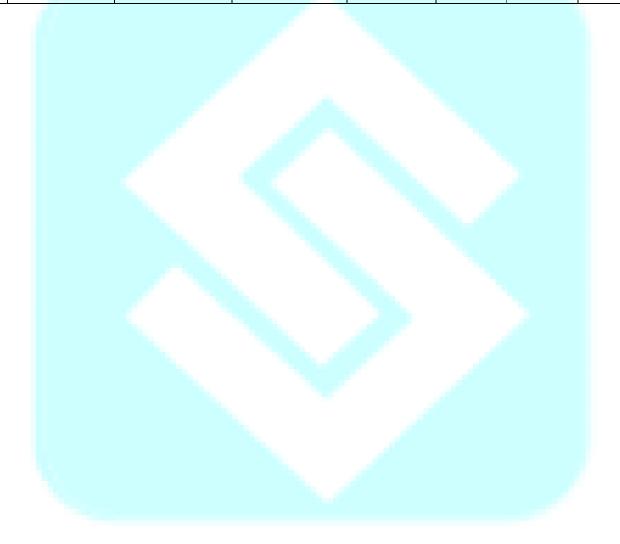
5	Updated DRC, LVS, PEX files in SVRF format compatible with Calibre EDA tools and documents with respect to the NVM IP.					
6	Methodology for IP Integration flow in Digital and Analog designs.					
7	Methodology of realizing larger memory by repeating a specific Memory Macro.					
8	Guidelines for running LVS and Mixed Signal simulation in the Mixed Signal Design having embedded Macro.					
9	Guidelines for GDS merging with Phantom GDS, if applicable.					
10	Specific Mask Data Preparation (MDP) guidelines related to NVM macro which should be in line with SCL existing guidelines.					
11	Wafer level testing procedure for PCM and test chips including specification limits for critical parameters.					
12	Test Methodology, Test Parameters and limits, Test algorithms for wafer level and device level testing of any memory macro.					
13	Wafer dicing and packaging, as required.					
14	Physical, Material and any other characterization (like SEM, TEM, etc.), as required.					
15	Vendor shall certify that Memory Macros are free of bugs to prevent security infringement and unauthorized access.					
E. SC	CL Deliverable and Responsibilities:					
1	SCL PDK and I/O					
2	DRC, LVS, PEX files in SVRF format compatible with Calibre EDA tools.					
3	Vendor to specify the requirements necessary for SCL process assessment.					
4	Tapeout as per mutually agreed work plan. The number of tape outs should not exceed two numbers.					
5	Wafer fabrication as per mutually agreed work plan.					
6	6 Wafer transport cost from SCL to the Vendor site.					
upon meet <i>Delive</i>	taluation Criteria: Technical acceptance of the NVM IP by SCL shall be based the characterization and qualification test results of Qualification Macro ing requirements defined in <i>Table-1: MTP-NVM Specification and erables</i> and as per applicable qualification standards. All technically qualified hall be compared using "Least Cost Selection Method". For this purpose, the					

		Il cost of the bid shall be calculated based on total of NRE Charges and Usage ges as defined below:	
1		NRE Charges for Development and Porting of Logic Multi-Time Programmable (MTP) Non-Volatile Memory (NVM) and Delivery of Five (05) additional Memory Macros as per Scope of Work. This includes Characterization and Qualification.	
2		Usage Charges for applying Licensed Macro(s) in 3600 wafers (1200 wafers per year \times 3 years)	
G.	Li	cense Validity:	
1		The license to use the Macro(s) shall continue to have full force and effect for an unlimited period of time. During this period the payment to vendor for usage of the licensed macro shall be governed by mutually agreed business model with the selected IP vendor.	
2		In case an annual fix charge is payable, SCL shall have the right to suspend the Agreement for a specified period by giving a notice of at least 3 months period. On the resumption the vendor shall be duly informed.	
Н.	In	tellectual Property Right:	
1		The vendor to grant SCL a non-transferable license:	
		 to use Licensed Macro(s) and Deliverables applying in 'SCL MTP Process' to manufacture Licensed Product(s) designed by SCL or SCL's customers; 	
		b. to sell, offer for sale and/or distribute Licensed Product(s) to SCL's customers; and	
		c. To use in SCL designed products for in-house products.	
2		The license to manufacture Licensed Product(s) shall apply when Licensed Product(s) are taped out by SCL and manufactured at the SCL facility.	
3		IP Vendor to confirm if SCL customer is required to sign NDA with the Vendor to use the Licensed Macro(s) in 'SCL MTP Process'. A Memory Macro required by SCL or SCL customer(s) but not listed at S.N.4 of <i>Table-1: MTP-NVM Specification and Deliverables</i> shall be licensed directly to SCL on payment by SCL.	
4		There shall be no restriction on SCL to use available optional mask(s) and additional Metal layers in 'SCL MTP Process'.	
I. of		meline: The project is envisaged to complete within 22 months from the date contract signing with the vendor.	
ch N\ re	arg VM sult	rarranty: Vendor shall provide the warranty support for 12 months at no extra e from the date of the successful development and porting of the Logic MTP in SCL process based upon a) the characterization and qualification test is of the Qualification Macro meeting requirements defined in <i>Table-1: MTP-Specification and Deliverables</i> and b) Receipt of the Deliverables defined in on D of this document. During the warranty period, vendor shall support troubleshooting through help ticket, email or onsite visit.	
		support troubleshooting through help ticket, eithdi of offsite visit.	

2		provide active support for EDA views for syntax, functionality and failure issues, if any, encountered during usage of IP in design flow.	
3	provide access to Customer Portal to download the required resources/data.		
4		In the event of the vendor's engineer visit(s) to SCL, all expenses on the visit(s) such as travel costs, local transportation, boarding and lodging, etc., shall be borne by the vendor.	
K.		raining: Onsite training shall be provided to SCL personnel for five (05) ng days preferably in two sessions. The training shall include:	
1		IP Integration flow in SoC's	
2		Realizing larger memory by repeating a specific Memory Macro	
3		Running LVS and Mixed Signal simulation in the Mixed Signal Design having Embedded Macro	
4		GDS merge operation with Phantom GDS, if applicable	
5		Tapeout and Mask Data Preparation (MDP) guidelines related to NVM macro which should be in line with SCL existing guidelines	
6		Test methodology for Memory Macro	
7		Characterization methodology for PCM and Test Structures	
L.	Op	otional Support: The vendor may support SCL on following:	
1		Provide within three months of acceptance of Purchase Order to SCL a sample Memory cut of size 512x32 or similar with views as per <i>Table-1: MTP-NVM Specification and Deliverables, S.N.20</i> and "Methodology for IP Integration flow in Digital and Analog designs" document.	
2		Provide to SCL sample datasheet including timing diagram, pin configuration, truth table and timing parameters.	
3		Support SCL in replicating the testing of the qualification macro at SCL site. For this purpose, the sample tested-wafers along with the results should be provided to SCL.	
4		Share test raw database of characterization and qualification tests on SCL fabricated wafers.	
5		Provide 100 packaged samples of the qualification macro.	
6		Return sample wafers/devices tested at vendor's site to SCL.	
		or reference: Vendor should provide following information for the reference use only and shall not be considered for the bid evaluation and comparison.	
1	1 The cost for extra characterization and qualification		
2		Usage Charges quoted in the bid shall remain fixed for three years from the start of the Warranty. The vendor should indicate the usage charges after the three year period, if applicable.	
3		With respect to the point G2; the vendor should specify the charges for the license renewal, if applicable.	

		An	nexure- for Qualifica	ation Tests			
#	Test Item	Condition	Duration	No. of Lots	Units per lot	Accept Criteria	Standard; Method
1	Uncycled High Temperature Data Retention for Non-Volatile Memory (UCHTDR)	Temp. ≥ 125°C (Package level) Verification at 25°C / 125°C (Initial & 1000 Hrs)	Total: 1000 Hrs Readout: 1000 Hrs	3	77	Accept:0 Reject:1	JESD47K; JESD22- A117E
2	Non-Volatile Memory Cycling Endurance (NVCE)	Temp. = 25°C (Package level)	Max. cycling endurance spec.	3	77	Accept:0 Reject:1	JESD47K; JESD22- A117E
3	Non-Volatile Memory Cycling Endurance (NVCE)	Temp. = 125°C (Package level)	Max. cycling endurance spec.	3	77	Accept:0 Reject:1	JESD47K; JESD22- A117E
4	Non-Volatile Memory Cycling Endurance (NVCE)	Temp. = -40°C (Package level)	Max. cycling endurance spec.	3	77	Accept:0 Reject:1	JESD47K; JESD22- A117E
5	Non-Volatile Memory Low- Temperature Data Retention (LTDR)	Temp. = 25°C (Package level) Verification at 25°C / 125°C (Initial & 1000 Hrs) Verification at 25°C (168 & 500 Hrs)	Total: 1000 Hrs Readout: 168/500/1000 Hrs	3	77	Accept:0 Reject:1	JESD47K; JESD22- A117E
6	High Temperature Data Retention for Non-Volatile Memory (HTDR)	Temp. ≥ 125°C (Package level) Verification at 25°C / 125°C (Initial & 1000 Hrs) Verification at 25°C (168 & 500 Hrs)	Total: 1000 Hrs Readout: 168/500/1000 Hrs	3	77	Accept:0 Reject:1	JESD47K; JESD22- A117E
7	Early Life Failure Rate (ELFR)	Temp. = 125°C @1.1xVDD Verification tests at 25°C / 125°C (Initial & 48 Hrs)	Total: 48 Hrs Readout: 48 Hrs	3	800	Accept:0 Reject:1	JESD47K; JESD74A
8	High Temperature	Temp. = 125°C @1.1xVDD	Total: 1000 Hrs	3	77	Accept:0 Reject:1	JESD47K;

	Operating Life	Verification at -	Readout:				JESD22-	
	(HTOL)	40°C/25°C / 125°C	168/500/1000				A108	
		(Initial & 1000	Hrs					
		Hrs)						
		Verification at						
		25°C (168 & 500						
		Hrs)						
		Any three	Readout per Ea				., .	
9	Ea Extraction	temperature as	extraction	1	30/temp.	NA	Vendor	
		suitable for Ea	requirement				to specify	
		extraction						



PART-C

Please find below SCL's proposed **COMMERCIAL AND OTHER TERMS** & **CONDITIONS** pertaining to this RFP. Bidders are advised to give their Compliance/Response to SCL's proposed **COMMERCIAL AND OTHER TERMS** & **CONDITIONS**. This format is to be submitted **AS PART OF 'TECHNICAL & UNPRICED COMMERCIAL OFFER' ('Part-2 marked Technical').**

Definitions:

- a) The term 'Purchaser' shall mean 'Semi-Conductor Laboratory', Department of Space.
- b) The term 'Contractor' shall mean the person, firm or company with whom or with which the order for supply of the stores is placed and shall be deemed to include the Contractor's heirs, executors and administrators unless excluded by the contract.
- c) The term 'Purchase Order' shall mean the authorized communication intimating the acceptance on behalf of the purchaser of 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 or machinery 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.

Format for compliance/respon	se to Purchaser's proposed commercial and
other terms & conditions. (writ	e your compliance/response and do not leave
blank.)	
SR. TERMS	BIDDER'S

SR.	TERMS	BIDDER'S
		COMPLIANCE/RESPONSE
1.	This being a two part tender Technical and	
	Commercial part separate, the Technical	
	part should not contain pricing information.	
	The tenders containing Price details in	
	technical part will be summarily rejected.	
	The Driver should be indicated and in the	
	The Prices should be indicated only in the	
	Price Bid envelope marked 'Part-3 -	
	Commercial'.	
2.	Export License:	
	The vendor shall inform whether Export	
	License for the tendered equipment is	
	required or not. If required, vendor to	
	required of not. If required, vehicle to	

	provide commitment that they will able to obtain Export License.	
3.	Delivery Terms: Electronically	
4. Export License: The vendor shall inform whether Export License for the tendered store is required or not. If required, vendor to provide commitment that they will be able to obtain Export License.		
5.	Export Formalities, Taxes & Duties:	
	Any export approvals/Govt. clearances required, Taxes and duties as per laws of the exporting country shall be the responsibility of Vendor. Any Govt. formalities/Clearances required, Taxes and duties etc. payable as per Indian Laws shall be PURCHASERS responsibility.	
6.	Goods and Service Tax (GST (for Indigenous Stores):	
	GST shall be payable extra as applicable. Please mention percentage of applicable GST along with HSN Code in your response.	
7.	Security Deposit (SD):	
ļ	On acceptance of the tender, the Vendor shall submit security deposit for three percent (3% percent) value of the Purchase Order (PO) or as applicable as per Govt. notification at the time of release of PO within 15 days from the date 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).	
	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.

Note: In case, Security Deposit is submitted in the form of Bank Guarantee (BG) and Issuing Bank utilizes SFMS (Structured Financial Messaging Solution) Gateway for issuing the BG in favour of SCL and mention IFSC code of SCL banker i.e. State Bank of India, SBIN00061229, genuineness of the BG will be verified by SCL banker by checking into SFMS gateway.

In case, Security Deposit is submitted in the form of Bank Guarantee (BG) and Issuing Bank not utilizes SFMS (Structured Financial Messaging Solution) Gateway for issuing the BG, Vendor to ensure that the issuing bank shall communicate the genuineness of BG through e-mail from issuing bank domain email ID immediately after issuance of the same at the following email Ids followed by hard copy:

Sunitagaur@scl.gov.in

CC: abudhwar@scl.gov.in

aktyagi@scl.gov.in

In addition the banker may send a scanned copy of the BG as an attachment.

Note: In case Security Deposit is submitted in the form of Bank Guarantee (BG), the issuing bank shall communicate the genuineness of BG through e-mail from issuing bank domain e-mail ID hariprasad@scl.gov.in and copy abudhwar@scl.gov.in followed by hard copy to Shri Anil Budhwar, Sr. Purchase and Stores Officer, Semi-Conductor Laboratory, Sector -72, Mohali-160071.

In addition the banker may send a scanned copy of the BG as an attachment.

8. **Terms of Payment:**

90% payment of the PO value shall be made within 30 days from the date of completion of entire job & delivery of license and the balance 10% amount shall be payable on

	acceptance at Purchasers site against a Performance Bank Guarantee.	
9.	Bank Charges:	
	All bank charges outside India related to the payment shall be borne by the Contractor and all bank charges in India shall be borne by the purchaser.	
10.	Tax Deducted At Source(TDS):	
1	Tooling cost / NRE Charges shall be payable after deduction of TDS as per Indian Income Tax Act 1961 with latest amendments thereof, if the vendor has permanent establishment in India. Vendor shall also certify whether they have valid PAN issued by Income Tax Department of India.	
	If the vendor has not permanent establishment in India, TDS shall be deducted as Double Taxation Avoidance Agreement.	
11.	Delivery/Completion Schedule:	
	The project is envisaged to complete within 22 months from the date of the contract signing with the vendor.	
12.	Liquidated Damages (LD):	
	If the Contractor fails to deliver the stores within the time specified in the contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price. Delivery of stores means supply, installation, commissioning & acceptance as applicable.	
13.	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	

	respication if passagement many agence to	
	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.	
14.	Warranty:	
,		
	The Contractor shall provide the warranty	
	support for 12 months at no extra charge	
from the date of the successful development		
	and porting of the Logic MTP NVM as per	
	Clause J of Scope of Work.	
15.	Performance Bank Guarantee (PBG):	
	The Contractor of all Consists of Deal	
	The Contractor shall furnish a Bank	
	Guarantee (as per format given by	
	purchaser) from any nationalized/scheduled	
	bank for an amount equivalent to 3% of the	
	value of the Purchase Order (PO) or as	
	applicable as per Govt. notification at the	
	time of Purchase Order 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.	
	Contractor without any interest.	
PBG can be submitted through Demand		
	Draft/Bankers Cheque/fixed deposit receipt	
	also.	
1.0		
16.	Validity:	
	The offer should be valid for a minimum	
	period of 120 from the date of opening of	
	Tehno-Commercial bid and 90 days after	
	opening of Price Bid.	
17.	Mode of Despatch: Electronically	
18.	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.	
19.	Applicable Law: The Contract shall be interpreted, construed and governed by the laws of India.	
31.	Indicate the Name and address of the vendor for placing purchase order along with their e-mail ID, contact person name and designation, Telephone no. and fax no.	
32.	a. Name and address of Indian agent, if any.b. Percentage of Indian agent Remuneration/Service Charge, 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.	
33.	Whether the Vendor / Supplier is from any country sharing land boundary with India or whether the vendor / supplier is representing any principal vendor / principal	

	supplier sharing land boundary with India. If the vendor / supplier is from any country which shares land border with India or if the vendor /supplier is and Indian Agent representing principal vendor/principal supplier of a country which shares land border with India they need to submit a photo copy documentary proof of Registration with Registration Committee constituted by Department of promotion of Internal Industry and Trade DPIIT Offers received from vendors who fall in this category but does not submit copy of documentary proof of registration shall be rejected.			
34.	The participating Indian Vendors/Suppliers/Service Providers shall indicate specifically whether they fall in the category of Class I local supplier or Class II local supplier or Nonlocal supplier for evaluation as per Ministry of Commerce & Industry office order no. P45021/2/2017PP(BEII) dt. 16th September, 2020. The vendor/supplier/Service Provider shall submit declaration as documentary proof in this regard. The provision of above referred OM shall apply for this procurement.			
35.	Any Other Term:			
	Signature of the vendor Name Company Seal			
	Company Seal Date			

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PART-D

Regarding above Pt#1 and #2, following responsibility matrix table may be used. Considering that these milestones may not be identical for all bidders, request you to word the clause appropriately.

Sr. No.	Milestone	Timeline (Months)	Responsib	BIDDER'S COMPLIANCE/ RESPONSE	
1	Contract Signing	Start (T0)	Vendor	SCL	
2	PDK and Process Data sharing	T0 + 1		SCL	
3	Testchip GDS	T0 + 2	Vendor		
4	Tapeout-1 and Wafer Lot Fabrication	T0 + 7	Λ	SCL	
5	Characterization	T0 + 9	Vendor		
6	Qualification Macro GDS	T0 + 10	Vendor	~~	
7	Tapeout-2 and Wafer Lot fabrication	T0 + 15		SCL	
8	Qualification	T0 + 21	Vendor		
9	Final Delivery	T0 + 22	Vendor		

PART-E

QUOTE FORMAT

This format is to be submitted AS PART OF 'COMMERCIAL OFFER' ('Part-3 marked Commercial').

Price Bid format for Financial Bid Comparison using 'Least Cost Selection Method'

S.N.	Item Description	Qty.	Currency	Unit rate	Amount
1	NRE Charges: Development and Porting of Logic Multi-Time Programmable (MTP) Non-Volatile Memory (NVM) and Delivery of Five (05) additional Memory Macros as per Scope of Work. This includes Characterization and Qualification.	1			
2	Usage Charges: For applying Licensed Macro(s) in 3600 wafers (1200 wafers per year x 3 years)		>		
	Total				

Note:

- 1. This being a two part tender Technical and Commercial part separate, the Technical part should not contain pricing information. The tenders containing Price details in technical part will be summarily rejected.
- 2. The vendor shall submit the price bid strictly in the format as above. The vendor shall include the UNPRICED copy of the Price-Bid shall be included in the 'TECHNICAL & UNPRICED COMMERCIAL OFFER' ('Part-2 marked Technical') for verification of the Pric Bid format.
- 3. The bid shall be liable to rejection incase the Price Bid is not in the format specified above.

PART F

QUERY SHEET

	M/s (Name, address and contact person of prospective bidder)					
1.	1. Tender Document Reference No.					
2.	2. Date of pre-bid meeting					
3.	Details of persons scheduled to participate in the Pre-bid meeting including Passport number(s) and Nationality in case the representative(s) is coming from outside India.					
4.	Query /Queries.					
	Sr. Clause Reference Bidder's Query/Clarification Sought					

Note:

- The prospective bidders are requested to send the Query Sheet listing their 1 questions, if any, in advance to reach us at least two days before the Prebid conference.
- Please use extra sheets, if required. 2

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