

## Tender Details

**Tender No:** SCL/PS2/2017E0086401

**Tender Date:** 11/12/2017

**Purchase Entity:** Pur\_Entity2

## Tender Notice

E-Procurement Tender No. SCL/PS2/2017E0086401 dated 11.12.2017. SEMI-CONDUCTOR LABORATORY [SCL] invites ONLINE offers in Two Part through e-tender portal <https://eprocure.isro.gov.in> for High Level Synthesis EDA Tool. Tender documents can be downloaded from 13.12.2017 - 1601 hrs. to 18.01.2018 upto 1500 hrs. The vendors need to get registered in the e-tender portal to access tender and submit their offer online. Vendors need to have Digital Signature Certificate as detailed on our e-portal 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.

A Pre-bid conference shall be held with the prospective bidders at SCL on 05.01.2018 at 1100 hours (IST) 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 conference at SCL as per the given schedule. In order to enable meaningful discussions in the Pre-bid conference, the prospective Bidders are requested to list the queries/clarifications planned to be sought by them on this Tender in the Pre-bid conference, in a Query Sheet and send us the said Query Sheet in advance to reach us at least one day before the Pre-bid Conference.

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. Please note that Tender of a firm who has not attended the Pre-bid conference shall be disqualified. Vendors interested to participate in this e-Tender are required to

register themselves as vendors, if not already registered, in our e-procurement portal <https://eprocare.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 020 25315555 / 9167969601 (Email: support.isro@nextenders.com) also the home page of e-procurement portal may be accessed for any technical help for registration and subsequent process. Vendors may please note that without registering in our E-procurement portal they will not be able to quote for this tender.

## Tender Attachments

### Instructions to Tenderers (PT)

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

2. Pre-Bid Conference:

A Pre-bid conference shall be held with the prospective bidders as per schedule given in the Tender Notification at Semi-Conductor Laboratory, S.A.S. Nagar (Mohali), Punjab, India 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 at SCL as per the given schedule.

In order to enable meaningful discussions in the Pre-bid conference, the prospective Bidders are requested to list the queries/clarifications planned to be sought by them on this Tender in the Pre-bid conference, in a Query Sheet and send us the said Query Sheet in advance to reach us at least one day before the Pre-bid Conference.

Foreign bidders to intimate their willingness to attend the Pre-bid conference well in advance in the prescribed standard format to arrange for their Security clearance.

Please note that Tender of a firm who has not attended the Pre-bid conference shall be disqualified.

In the event where the vendor is unable to attend the Pre-Bid Conference physically, and he does not have establishment/representative in India, a Pre-Bid Conference through Video Conference / Skype / Conference Call shall be arranged by SCL upon the request from the vendor(s).

3. Request for the extension of the due date will not be considered.

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 tenders of vendors who have not agreed to furnish Security Deposit and Performance Bank Guarantee as sought vide this tender shall be excluded from the procurement process.
8. The tenders of bidders where the validity of the tender is shorter than the period specified in the tender enquiry shall be excluded from the procurement process.
9. Late tenders, delayed tenders, fax quotations and e-mail quotations are not considered.
10. SCL reserves the right to verify all claims made by the bidder.
11. SCL reserves the right to change any milestone date of the tendering activity / tender schedule.
12. Tender which is not submitted in terms of instructions mentioned herein is liable to be rejected.
13. 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.
14. 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 tenderer shall supply the same at the rates quoted.
15. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
16. 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.
17. Prices are required to be quoted according to the units indicated in the tender. 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.
18. 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.
19. 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.
20. 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.

21. 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.
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. 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.
24. 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.
25. The Purchaser reserves the right to place order on the successful tenderer for additional quantities up to 25% of the quantity offered by them at the rates quoted.
26. 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.
27. 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.
28. The contractor/supplier shall indemnify the purchaser against Workmen Compensation Act.
29. The authority of the person submitting the tender, if called for, should be produced.
30. 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 treated as unsolicited offers and rejected.
31. The bids shall be opened as per schedule indicated in the Tender in the presence of the bidders/their authorized representatives who may like to attend the tender opening against presentation of Authorization letter.

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

### 32. Definitions:

a) The term Purchaser shall mean the Director, Semi-Conductor Laboratory 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, 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 as per the specifications.

### 33. 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 Price Bids:

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 MCLR of SBI prevailing on the date of opening of price bids.

c. Post warranty Annual Support Contract (ASC) charges shall not be taken into account for evaluation of price bids.

### **Terms and Conditions - Imported Items**

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1. The Tenderers should submit the bids through e-procurement portal <http://eprocure.isro.gov.in> and complete in all respects with technical specifications, including pamphlets and catalogues.
2. The bid should contain the following information:-
  - a. The FCA value for import by Air Freight upto IGI Airport, New Delhi.
  - b. 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. Renumeration/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.
  - c. The earliest delivery period and country of origin of the Stores.
  - d. Bankers name and address of the contractor.
  - e. The approximate net and gross weight and dimensions of packages/cases.
  - f. Details of any technical service, if required for erection, assembly, commissioning and demonstration as applicable.
3. The FCA 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 120 days from the due date of opening of the tender.
5. Samples, if called for should be sent free of all charges.
6. Bids will not be entertained after the due date and time.
7. Offers made by Indian Agents on behalf of their Principals, should be supported by the necessary authorization letter from their Principals.
8. The details of Import License will be furnished in the Purchase Order.
9. The Authority of person submitting the tender, if called for, shall be produced.

10. Instruction/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 other offer in whole or in 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 dispatched by Indian Flagged Vessels/ Air India or through any Agency nominated by us.
14. Inspection/Test Certificates 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 / damages sustained due to delay in fulfilling this responsibility.
16. For items having shelf life / those with maximum shelf should be supplied, if order is placed.



## Bid Templates

### General Specification for High Level Synthesis EDA Tool -part 1

#### Item Specifications

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1.1	Automatic conversion of C-based code to RTL			
1.2	Inputs Support: System C, C, C++			
1.3	Outputs support: Synthesizable RTL in Verilog/VHDL format			
1.4	Ability to specify the target technology and synthesis libraries.			
1.5	Ability to provide tool specific model files/libraries creation support.			
1.6	Ability to generate optimized RTL for: Any ASIC technology and Any custom technology library provided by user			
1.7	Ability to generate lint clean RTL.			
1.8	Ability to control synthesis design constraints including clock and reset.			

1.9	Ability to handle clock domain crossing.			
1.10	Ability to insert clock gating in design for low power optimization.			
1.11	Ability to synthesize design in bottom-up as well as top-down flow.			
1.12	Ability to synthesize design with untimed, cycle accurate and transaction level models.			
1.13	Support for different scheduling modes.			
1.14	Ability of various design level optimization: loop unrolling, optimization, pipe lining, parallelization, false loop detection etc.			
1.15	Micro-architectural Design Exploration.			
1.16	Ability to generate top module for integration of different modules(c-designed or RTL modules).			
1.17	DFT clean RTL generation.			
1.18	Ability to support top-down and bottom-up ECO's.			
1.19	Cross-probing from C-code to generated RTL code or vice-versa.			
1.20	C-code testing and			

	verification.			
1.21	Automated test bench generation for simulation and synthesis.			
1.22	Automatic constraint file generation required for synthesis on the basis of generated code.			
1.23	Automated script generation for third party RTL simulators.			
1.24	Ability to use Graphical User Interface (GUI).			
1.25	Data path or RTL schematic Viewer capability.			
1.26	Complete synthesis results viewer capability including schematic and reports.			
1.27	Ability to apply constraint using GUI or TCL scripts.			
1.28	Ability to make comparison between different architectures on the basis of area, power and performance.			
1.29	Ability to generate code coverage reports.			
1.30	Ability to maintain history of changes made in the C code and behavioral synthesis for comparing the previous and current designs in case of any			

	changes.			
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**General Specification for High Level Synthesis EDA Tool - part2**

**Item Specifications -II**

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1.31	Verification of the design, RTL analysis and debugging.			
1.32	Ability to support complex arithmetic functions.			
1.33	IP libraries along with source code should be provided for following (Please specify various components available for each block):Math.hFFT blocksFilter componentsClock domain crossing interfacesFloating point Trigonometric functions			
1.34	Vendor must ensure full integration with Design Compiler (Synopsys), RTL compiler (Cadence). List of other similar third party tools supported may also be specified.			

**Installation, Training and Licensing Specifications**

**Item Specifications -III**

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
2.1	Installation by providing complete training, tutorials at Semi Conductor Laboratory.			
2.2	Training and tutorials should cover HLS usage.			
2.3	HLS tool must be tested for all the specifications (1.1 to 1.34) prior to installation/delivery.			
2.4	License: Perpetual and floating			
2.5	Operating System: Linux.			
2.6	Latest tool version to be provided.			

### Support & Miscellaneous Specifications

#### Item Specifications -IV

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
3.1	Full technical support with complete documentation. Support should be provided through Email/Fax/support system and depend on the gravity of problem. Application support engineer shall visit SCL for solution of problem.			
3.2	Vendor shall carry out any			

	number of emergency visit during warranty/AMC period as and when required.			
4.1	Vendor to meet all points of terms and conditions mentioned in Annexure-3.			

### Annexure 3: warranty & customer support

#### Item Specifications -V

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Re
1	The Vendor shall provide for the EDA Tool warranty for a period of 12 months from the date of acceptance at SCL at no extra charge. During warranty, the vendor shall provide the following: (1.1 to 1.5)			
1.1	Emergency visits as and when required. The maximum response time from vendor must not be more than 48 hours (excluding holiday).			
1.2	Vendor must provide customer support through electronic media like Fax, telephone, e-mail etc. and depending upon the gravity of problem application support			

	engineer of vendor should visit SCL for resolution of the problem on mutually agreeable basis.			
1.3	All expenses on the visit(s) of the vendor's engineer such as To and Fro travel costs, local transportation, boarding and lodging etc. during warranty shall be borne by the vendor.			
1.4	Vendor should regularly provide & install upgrades, updates, service packs, patches of the Software Products, released during the warranty period, even if the existing capabilities of the licensed software are enhanced / released with a different brand name/trade mark.			
1.5	Vendor should provide full access to latest Technology webinars and Customer Portal to download the required resources/data.			
2	POST WARRANTY SERVICE/ SUPPORT			
2.1	The vendor to quote separately post warranty AMC price for the quoted EDA Tool along with Post Warranty Service/Support policy			
2.2	All five (1.1 to 1.5) points			

	in warranty & customer support are applicable during AMC period.			
3	Eligibility Criteria:			
3.1	Only those vendors who have experience in the field of delivering such High level synthesis solutions to various VLSI houses worldwide should submit their proposals along with their customer list. Documentary evidence for the same should be submitted along with the proposal.			
3.2	Only those vendors who can execute the complete project should submit their proposals. Proposals received for part work shall not be considered.			
3.3	Only those vendors who are having local customer support in India should submit their proposals. Experienced application engineer/s must be available for support against quoted tools/software.			
3.4	The complete job shall be treated as one project and SCL shall award the purchase order /contract for the complete project to one vendor only.			



3.5	If any distributor is quoting on behalf of any OEM, It has to submit the certificate/s from OEM stating the compliance and fulfillment of eligibility criteria			
3.6	For technical evaluation vendor has to demonstrate specifications to technical team at Semi Conductor Laboratory including technical demonstration of FFT block from C code to RTL generation and seamless integration with Design Compiler (Synopsys).			
3.7	In case of distributor is not able to provide satisfactory customer support service then OEM has to be responsible for full customer support.			

### Vendor Specified Terms

Description	Vendor Terms
<p>1.1 For imported stores, prices shall be quoted on FCA nearest International airport basis.</p> <p>1.2 For indigenous stores, prices shall be quoted on F.O.R destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of taxes as may be applicable.</p> <p>1.3 For indigenous stores, please indicate the rate of GST /any other</p>	

Govt levy as applicable.

1.4 Purchaser is entitled to concessional CGST of 2.5 % and IGST of 5 % 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.

1.5 The prices of the indigenous items shall also be exclusive of transit insurance which shall be arranged by the Purchaser and shall be to Purchaser account.

1.6 For imported materials, the Purchaser is entitled to issue Customs duty exemption certificate (CDEC) to the contractor 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.

2. SECURITY DEPOSIT:

2.1 On acceptance of the tender, the Contractor shall submit security deposit for ten percent (10 percent) of the value of the Contract within 15 days from the date of purchase order. If 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 cost and risk of the Contractor.

2.2 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/Contract.

2.3 In case the contractor fails to furnish the security deposit within the specified date or extended due date, the Purchase Order/Contract shall be cancelled, and the EMD, if any, made earlier shall be forfeited,

<p>and, in addition, appropriate penal action may also be considered.</p> <p>2.4 After the Purchase Order/Contract is successfully executed in all respects, the Bank Guarantee towards Security Deposit may be discharged and retained amount and / or EMD refunded to vendors.</p> <p>2.5 In the event of non-execution of the Purchase order/Contract or breach of any terms and conditions of the Purchase Order, the Security Deposit shall be forfeited.</p>	
<p>3. DELIVERY PERIOD:</p> <p>The bidder shall specify their best delivery period inclusive of all Govt. formalities of the exporting country.</p>	
<p>4. UPDATES AND MAINTENANCE:</p> <p>4.1 The vendor must provide free technical support including software updates, maintenance releases and bug fixing for a period of one year from the date of acceptance at SCL.</p> <p>4.2 As an option the vendor must also quote separately for Annual Support Contract (ASC) including technical support, maintenance releases and bug fixing for the period of one, two and three years starting from the end of one year from the date of acceptance at SCL alongwith their Post Warranty Service / Support Policy. This shall be uploaded as a separate pdf file under tab Supporting documents from vendors (Commercial).</p> <p>(However please note ASC price shall not be considered for commercial evaluation of bids).</p> <p>4.3 PERFORMANCE BANK GUARANTEE: To fulfil conditions of one year maintenance period, the Contractor shall furnish a Bank Guarantee (as per format given by purchaser) from any scheduled bank/ bank approved by the Purchaser 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 maintenance 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><b>5. INSTALLATION, AND TRAINING:</b></p> <p>5.1. Installation as per Purchasers tendered specifications shall be carried out by the Contractor at Purchasers site at S.A.S. Nagar, Punjab, India at no extra cost to the purchaser. The contractor shall provide in advance guidelines for preparation of the installation site and list of items to be supplied by the Purchaser during installation. On receipt of intimation from the Purchaser, the Contractor shall depute its engineer(s) to the Purchasers site within two weeks to carry out installation and will demonstrate the functionality of the tendered stores to Purchasers specifications as per the Scope of Installation given in Technical specifications sheet. The Contractor shall be responsible for any loss/damages sustained due to delay on the part of the Contractor to send its engineer for installation.</p> <p>5.2. Training:</p> <p>Vendor shall provide training to the concerned SCL personnel as defined in technical specification sheet.</p>	
<p><b>6. TERMS OF PAYMENT IN CASE OF OVERSEAS SUPPLIER[S]:</b></p> <p>6.1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft.</p> <p>6.2 While the purchasers bank charges shall be borne by the purchaser, the contractor shall bear the bank charges payable to his banker.</p>	
<p><b>7. TERMS OF PAYMENT IN CASE OF INDIGENOUS SUPPLIER[S]:</b></p> <p>7.1 Payment will be made for the accepted stores within 30 days from the date of receipt of the materials at SCL.</p> <p>7.2 While the purchasers bank charges shall be borne by the purchaser, the contractor shall bear the bank charges payable to his banker.</p>	

<p>8. ADDRESS OF INDIAN AGENT:, if any</p>	
<p>9. VALIDITY:</p> <p>The tender must be valid for a minimum period of 120 days from the date of opening of bids.</p>	
<p>10. MODE OF DESPATCH:</p> <p>Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser whose contact details shall be indicated in the purchase order.</p> <p>A copy of the invoice and packing list should invariably be kept inside each of the packages.</p>	
<p>11. INSURANCE OF THE STORES:</p> <p>Insurance wherever necessary, will be arranged by the Purchaser. The necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.</p>	
<p>12. TECHNICAL DOCUMENTATION:</p> <p>The vendor shall provide Soft and Hard copy of all manuals related to the software. List of all manuals shall be provided along with the quote.</p> <p>All documentation shall be in English language only.</p>	
<p>13. CONTRACTORS DEFAULT LIABILITY:</p> <p>The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:</p>	

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.

14. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 13, 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 18 until such reasonable time as may be required for the final supply of stores.

14.1 If this Contract is terminated as provided in Clause 13 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.

14.2 In the event the Purchaser does not terminate the Contract as provided in Clause 13, 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 18 until the stores are accepted.

15. 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.

**16. 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 13 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 18.

**17. 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.

<p><b>18. DELAY IN COMPLETION/LIQUIDATED DAMAGES:</b></p> <p>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 of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10percent) 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.</p> <p>Delivery of stores shall be complete on Installation, commissioning, Testing and Acceptance as applicable.</p>	
<p><b>19. PACKING:</b></p> <p>The Contractor shall pack and crate all stores for air/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 responsible for all damages due to improper packing.</p>	
<p><b>20. ARBITRATION:</b></p> <p>If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such</p>	



<p>arbitration should be in India.</p> <p>In case of dispute arises with domestic/Indian suppliers, the applicable Arbitration procedure shall be as per Indian Arbitration &amp; Conciliation Act, 1996.</p>	
<p><b>21. INDEMNITY:</b></p> <p>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.</p>	
<p><b>22. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:</b></p> <p>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.</p>	
<p><b>23. APPLICABLE LAW:</b></p> <p>The Contract shall be interpreted, construed and governed by the laws of India.</p>	
<p><b>24. The vendor shall supply latest version of the ordered Software.</b></p>	
<p><b>25. Any Other Term:</b></p> <p>Documentary evidence in support of Eligibility Criteria shall be uploaded alongwith technical bid as a separate pdf file under tab Supporting documents from vendors.</p>	

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**Supporting Documents from Vendor**

**Attachment - I:**

**Attachment - II:**

**Price Bid Form**

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
High Level synthesis EDA Tool High Level synthesis EDA Tool	-	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:**

