



Government of India/ भारत सरकार  
Ministry of Electronics & Information Technology  
इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय  
STQC Directorate/ एसटीक्यूसी निदेशालय

**ELECTRONICS REGIONAL TEST LABORATORY (NORTH)**

इलेक्ट्रॉनीकी क्षेत्रीय परीक्षण प्रयोगशाला (उत्तर)

S -BLOCK, OKHLA INDUSTRIAL AREA, PHASE-II  
NEW DELHI-110020, INDIA

Phone: +91(11)26386219

+91(11)26386238

Fax: +91(11)26384583

E-mail: [ERTLNORTH@STQC.GOV.IN](mailto:ERTLNORTH@STQC.GOV.IN)

# TENDER DOCUMENT

FOR

Supply and Installation of

Dust Chamber

at ERTL(N), New Delhi

(For Schedule of Requirements and Specifications & Allied Technical Details, refer Chapter-III & IV)

Category	<b>SINGLE-BID OPEN TENDER</b>
Tender No.	<b>13(13)/ERTL(N)/19-20/ACTE-XXII</b>
Issue Date	<b>14-AUG-2019</b>
Closing Date & Time for submission	<b>16-SEP-2019, at 11:00 hrs</b>
EMD Amount	<b>Rs. 60,000/-</b> (as <b>FDR</b> or <b>BG</b> only; Refer cl. 4.5 of Tender Document, EMD in original must be submitted before closing date/time)
Opening Date & Time	<b>17-SEP-2019, at 15:00 hrs</b>
Validity of Offer	<b>Minimum 120 days</b>

Head (Admin)  
Phone : +91 (11) 26386238

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TO  
ALL INTERESTED BIDDERS

**INVITATION OF e-TENDER**

Online Tenders (e-Bids) through Central Public Procurement Portal (CPP Portal) [<http://eprocure.gov.in/eprocure/app>] are hereby invited by the Director, ERTL (N), for and on behalf of the President of India, from interested and eligible Bidders for the Items under the terms and conditions and schedule of requirements and specifications mentioned in the following Tender Document in the manner prescribed. Bidders are requested to kindly use, if required for specific documentation, the formats prescribed in this tender document.

In case, any clarification is required for filling the bid document or submitting the same, the prospective bidder may contact **Head (Admin)** (Telephone No. +91(11) 26386238, Email: [ertlnorth@stqc.gov.in](mailto:ertlnorth@stqc.gov.in) .

Enclosures:

- 1) Chapter – I : Instructions to Bidders
- 2) Chapter – II : Conditions of Contract
- 3) Chapter – III : Schedule of Requirements
- 4) Chapter – IV : Specifications & Allied Technical Details
- 5) Chapter – V : Compliance Matrix for Tendered Specification (To be filled by bidder)
- 6) Chapter – VI : Price Schedule (To be utilized by the bidders for quoting their prices)
- 7) Chapter – VII : Contract Forms

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Phone :+91 (11) 26386238

# Chapter – I: Instructions to Bidders

## 1 Definitions:

In this Document, unless otherwise specified, the following definitions shall take effect:

- a. "Purchaser" shall mean this Laboratory or any of its Subordinate Establishment or Project Office;
- b. "Importer" shall mean this Laboratory or any of its Subordinate Establishment or Project Office, when the articles/ services are to be procured from overseas agencies, whether directly or through a duly authorized and registered Indian Agent;
- c. "End User" shall mean this Laboratory or any of its Subordinate Establishment or Project Office or any of its sister Laboratories/ Centres or its HQs./ any higher establishment;
- d. "Consignee" shall mean this Laboratory or any of its Subordinate Establishment or Project Office in the city of New Delhi.
- e. "Bidder" shall mean a person or a body of persons, duly registered (with up-to-date validation, whenever renewal is required) with the appropriate authorities, wherever such registration is required for pursuing the profession/ vocation/ trade/ commerce/ manufacturing etc., and having good track records of paying various taxes (**GST, Income Tax** etc.) to the appropriate authorities for a period to the satisfaction of the purchaser. A Bidder must have proven ability for supply of the stores/ undertaking the services, as the case may be.
- f. "Stores" or "Services" shall mean the goods/ services listed in the schedule below and any inclusion/ exclusion/ value-addition shall be considered only with respect to the original specifications/requirements.
- g. "Bid" or "Tender" or "Offer" or "Quotation" shall mean signed documented submission or response by the interested Bidder in the prescribed manner against the specified Tender Enquiry Notice or Request for Quotation floated by the Purchaser, whether by direct invitation letter or by authentic e-mail or website or newspaper publicity, subject to the restrictions as may be delineated hereunder.

## 2 Eligibility Criteria:

### 2.1 Ownership:

The Bidder shall be a **registered Firm/Organization** according to **the law of the country**.

### 2.2 Credentials:

Bidders may preferably have proven track record in supplying the specified item(s) either as Manufacturer or Authorized Representative/ Agent/ Dealer in India, on behalf of an Indigenous or Foreign Manufacturer/ Principal and submit **Copies of** successfully executed **Purchase Orders** in India, if any and **List of Clients** in India.

### 2.3 Foreign Origin specific:

Bids containing offer for item(s) of foreign origin, should come either,

- a. Directly from the **original foreign manufacturer on their letterhead and duly signed** except printed technical literature/leaflets; in such cases, bidding manufacturer shall indicate the details of their authorized local agent(s) in India for offering pre & post-sales support for the item(s) offered;  
**OR**
- b. Directly from the **Indian Subsidiary office, on their letterhead duly signed** except printed technical literature/leaflets;  
**OR**
- c. From the Authorized Representative/ Agent/ Dealer in India, the quotation should be duly signed except printed technical literature/ leaflets. The bid shall be accompanied by the copy of **valid authorization certificate/ letter** from **original foreign manufacturer/authorized Channel** in India;

### 2.4 Indigenous Origin specific:

- Bids containing offer for equipment(s) of indigenous origin, may come either, from the **manufacturer or Authorized Representative/ Agent/ Dealer in India. Authorized Representative/ Agent/ Dealer** shall submit **valid authorization certificate/ letter from original manufacturer**.

## 2.5 General:

- Whenever a bidder submits bid on behalf of a foreign manufacturer, it shall be legally binding on that manufacturer as well
- The local Indian Bidders and **Indian agent/ representative** should have **valid registration** in the name of their firm with the concerned Govt. authorities for **GST, Income Tax** etc., and also furnish proofs of such documents. It is required to submit **Income Tax Returns** (last 3 years) and **GST Registration Certificate** (if available),
- In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid. But both can not bid simultaneously for the same item/product in the same tender.
- 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 same tender for the same item/product.
- One Manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  1. The Principal Manufacturer directly or through one Indian agent on his behalf; and
  2. India/ Foreign agent on behalf of only one principal.

## 3 Submission of Bids:

### 3.1 Price of the Bid Document:

This Tender Document is **Free of Cost**.

### 3.2 Availability of Bid Document:

Irrespective of a Single or Limited Tender invitation or Advertised Tendering, in all cases, the detailed bid document can be used / downloaded from the website of the **STQC Directorate, Ministry of Electronics and Information Technology, Govt. of India, New Delhi** [<http://www.stqc.gov.in>] and also from the **Govt. of India, Central Public Procurement Portal (CPP Portal)** [<http://eprocure.gov.in/cppp/>] as well as **GeM (Government e-Marketplace)** [<https://gem.gov.in/>].

### 3.3 Authenticity of Bid Document:

Tenders hosted in **STQC** web site as well as **GeM (Government e-Marketplace)** is **only for wide circulation purpose** and Tenders hosted in **CPP Portal** is for **e-Tendering and online bidding by any intending Supplier**.

### 3.4 Method of submission:

Bidders must submit their Offers / bid(s) **online** through **Central Public Procurement Portal (CPP Portal)** [<http://eprocure.gov.in/eprocure/app>], under **SINGLE BID SYSTEM** as detailed below. Kindly refer the procedures for submission of online bids as given by **Central Public Procurement Portal (CPP Portal)** [<http://eprocure.gov.in/eprocure/app>]. Uploaded Documents **must be duly signed & Stamped** on each page of the bid except printed technical literature/leaflets.

The E-Mail address of the Purchaser mentioned in this Tender Document is only for general communication purpose and not for submitting the bids.

Bidders are requested to follow the **CPP Portal** and **STQC Website** on regular basis for **corrigendum, updates** etc.

## 4 Contents of the Bid:

### 4.1 General:

Bids, under **SINGLE BID SYSTEM**, shall comprise of **uploading** of the following:

**Single Cover** Containing **Covering Letter** on **the Firm's Letterhead, must be duly signed & stamped**, enclosing the Bid, clearly mentioning the Tender Reference, Bid Details with Validity, EMD/Bid Security with Techno-Commercial Terms & Conditions of Tender Document and other required details. The **Price/Financial Bid**, as per Performa given in **Chapter-VI**, which will be opened along with techno-commercial bid.

#### 4.2 Techno- Commercial Bid:

**Techno-commercial Bid** (for all Technical and Commercial terms **including price details**) must be submitted by the bidder, along with the specification & descriptive literature etc., in **Cover** with reference to the **Tender Particulars**. This part shall contain the relevant technical specification and allied commercial terms along with Price Bid, as per the terms & conditions of the tender.

**Techno-commercial Bid** should contain details of **following Documents/ Information/ Acceptance**, as mentioned in **clause 4.3 & 4.4** of this Tender Document, (including **price and its break-up**) to be submitted on **Firm's Letterhead** beside all other things, if any:

#### 4.3 Documents:

- a) On **Letter Head** indicating **Name, Address** and **contact** details etc. of the Bidder; including contact details of OEM/ Indian Agent (as applicable)
- b) Copy of **Bidder's Firms/Company Registration Certificate / Trade License**,
- c) Copies of **GST Registration Certificate, PAN Card & Income Tax Returns (last 3 years)** for Indian Bidder/Representative/ Agent,
- d) Copy of **Valid Authorization Certificate of Original Equipment Manufacturers (OEM)**, wherever applicable,
- e) **Earnest Money Deposit** in due manner for requisite amount or **exemption certificate**, (Refer Clause 4.5)
- f) **Price schedule (as per Chapter-VI)** with name(s) of main item/equipment, Make, Model No & options/accessories being offered.
- g) Copies of **Supply Order /PO letters** & entered with the Govt. Departments etc., as proof of supplies along with a **list of customers in INDIA** may be provided.
- h) Detailed **Printed Literature** with Technical Specification of the product(s) offered; (provide website address) mere statement of **Compliance Matrix** with published tender specification will not be sufficient.
- i) Proprietary Article Certificate, if applicable
- j) Any other document, if required.

#### 4.4 Information / Acceptance:

Provide following **Information / Acceptance**:

- a) Details of **Bank Account Information, viz., Bank Name, Branch Address, Account Number, IFS Code, SWIFT Code MICR Code** etc. (for NEFT/RTGS and FE Payments),
- b) **Payment Terms & Payment method** - see Clause (12) below
- c) **Delivery Time required** – see Clause (14) below
- d) **Country of Origin** – Declare the Country/Port of Origin, see Clause (15) below
- e) **Port of Dispatch/ Shipment** along with **Delivery Terms** shall have to be indicated (Part shipment is not accepted, for imports) - see Clause (16) below
- f) **Mode of Shipment/Transport , Forwarder/ Carrier & Port of Discharge** - Declare the Mode, see Clause (17 , 18 & 20) below
- g) **Insurance Coverage** - see Clause (19) below
- h) **Offer Validity - 120 days from the date of closing**, see Clause (21) below
- i) **Preference to Domestic Manufacturers of Electronic Product & Make in India**, if applicable, submit the supporting documents, (see Clause (22) below)
- j) Acceptance for Submission of **Performance Bank Guarantee (PBG)** upon award of contract (see Clause (24) below)
- k) **Security Deposit**- acceptance, if required, see Clause (25) below
- l) **Penalty / Liquidated Damages**- acceptance, see Clause (28) below
- m) **Warranty Period** -acceptance, see Clause (31) below
- n) **After Sales Service & Details of Local Service Centre** –see clause 30 below
- o) **Operating/ Service Manual** - Details to be mentioned in bid, see clause 32 below
- p) **Inspection & Testing, Installation and Commissioning** - see clause (33 & 34) below
- q) Any other specific Commercial Terms & Conditions

- r) In addition to all above, **Undertaking** on your letter head duly signed & stamped to confirm the acceptability of **all Terms & Conditions of Tender Document**

Please note that for any of the above clauses, if not otherwise expressly disclaimed/ mentioned in your quotation; our terms & conditions, shall be deemed to be accepted by you. The Purchaser may, at its discretion, opt to seek clarification on any of the above points from the bidders.

#### 4.5 Earnest Money Deposit (EMD):

**EARNEST MONEY DEPOSIT (EMD) or BID SECURITY** as may be required herein below or any valid certificate of exemption, when the bidder intends to avail of exemption from EMD submission, should be uploaded with the **Techno-Commercial Bid**.

- The Bidders (except those registered with the **NSIC / UAM (Udyog Aadhaar Memorandum) number**; for that product only) **must submit the Bid Security / EMD**, as indicated in this document. Declaration of **UAM Number** by MSE bidders on **CPPP** is must.
- **EMD** will be accepted in the form of **Fixed Deposit Receipt or Bank Guarantee only** from any **Nationalized Commercial Bank or commercial bank in India recognized by the Reserve Bank of India, (Co-operative Banks will not be accepted)** in favour of **"PAO, MEITY, New Delhi"**.
- The **EMD** must be **valid for Six (6) months** and **date of issue of EMD shall be after issue date of Tender**, failing which their Bid(s) will not be accepted by the Purchaser.
- Separate EMD for each item, shall be submitted **in original**, before **closing date & time at ERTL(N)**, along with covering letter. Envelope must be marked with **details of Tender No., Item Name & Closing Date/Time** and **covering letter** shall be addressed to **The Director, ERTL (N)**.

Earnest Money Deposit is liable to be forfeited and bid is liable to be rejected if:

- I. The bidder withdraws or amends or impairs or derogates from the submitted bid in any Respect within the validity period of bid.
  - II. If the bidder fails to furnish the **acceptance of PO** in writing within given time from the placement of the purchase order.
  - III. If the successful bidder fails to furnish the **Performance Bank Guarantee (PBG)** and/or **Security Deposit** within given time after acceptance of PO.
- The Bid Security / Earnest Money Deposit so referred to above should be readily available at the time of opening of the Tenders on the stipulated date and unless an exemption is sought for with valid supporting documents, any isolated submission or a delayed submission or attempt to submission after bid opening or expression of interest for submission will not be treated as a valid submission of EMD.
  - The Earnest Money Deposit of all the **unsuccessful bidders** will be returned, after expiry of the final bid validity and award of the contract or at an early date as may be deemed fit by the Purchaser. The Earnest Money of the successful bidder shall be returned only after the requisite Performance Bank Guarantee/ Security Deposit is furnished in appropriate manner, or, if no PERFORMANCE BANK GUARANTEE is required, after full compliance of the order, including the warranty period. **No Interest will, however, be paid on the Earnest Money Deposit.**

#### 4.6 Price Break-up:

**PRICE BID** shall be submitted in respected **Cover**, with **Tender Reference Particulars** and mentioning the details of applicable Price break-ups and taxes and duties/levies etc. for all the Options offered. All the charges, tax components and payment of other statutory dues should be separately indicated item-wise as hereunder. For the guidance, refer Performa given **Chapter-VI: PRICE SCHEDULE**. *Only Excel Files as Price Bids are acceptable for uploading on CPP Portal, hence for the reference, Price Bid Format in Excel file is uploaded* in additional documents *along with this tender document*. Separate forms should be used for alternative item proposals reflecting the followings.

- a. Item Name with Description (Make/Model/ Part Number)
- b. Basic Cost

- c. Price Basis : indicate for **Foreign origin: FOB/FCA** at Port of Dispatch/Shipment (to be declared)  
for **Domestic Items: FOR/ Delivery at site)**
- d. Discount(s) offered, if any (indicate fixed or %age rates)
- e. Amount & %age Rate of applicable GST wherever applicable
- f. Operating/ Service Manual and Calibration Certificate Charges, if any
- g. Packing and Forwarding Charges, if any
- h. Freight Charges, if any, for indigenous goods
- i. Installation/ Personnel's Training Cost, if any.
- j. Insurance Cost for domestic supplies
- k. Any other Cost
- l. Total Price
- m. Quote Separately Per Year AMC/Extended Warranty Charges for next 3 Years after completion of Warranty Period, if any

#### 4.7 Cancellation of Tender:

Any Tender may be cancelled at any time and a re-tender process may be initiated by the Purchaser without assigning any reason whatsoever.

#### 4.8 Change in Tendered Bids:

- In the offered Bids, no changes / alterations/ overwriting is acceptable even if countersigned/attested by the bidder.
- Withdrawal / resubmission of offers/bid by a participating Bidder must be made by a dated signed letter in the firm's letterhead and submitted within the Closing Date of Tender submission, as per the procedure given in CPP Portal.
- For the cases of resubmission, the bidder must also submit withdrawal letter followed by the fresh bid positively, failing which both the offers shall be liable to be rejected.
- A mere request for extension of closing date or for seeking clarification, even if not responded, shall not tantamount an extension of time or suspension of the tender process and a tender process shall continue in it's normal course unless a formal amendment or clarification is posted/published through the STQC and/or CPP Portal. Publicity of such amendment or clarification through STQC and/or CPP Portal shall be treated as sufficient communication to the intending Bidders irrespective of the fact as to whether any individual communication is sent to or received by them or not in time.

#### 5. Pre Bid Meeting:

Pre Bid meeting, **if applicable**, will be held as per the schedule given in Tender Document at ERTL(N). Any query, bidders shall have to submit in writing on or before the day of pre-bid meeting and the answers to these queries will be made available either during the meeting or on the official website after the meeting. No queries shall be entertained after the pre-bid meeting. No technical specifications shall be amended after the pre-bid meeting. Only one or two participants from each bidder side shall be allowed to participate in the pre-bid meeting.

#### 6. Closing Date:

Duly completed Tenders should **be uploaded online** well before **declared Closing Date & Time for submission** as mentioned in this document.

#### 7. Opening of Bids:

- Tenders shall be **opened online at declared time** on the Date following the Last Date of Submission of Bids (Closing Date).
- In the event of the date being declared as closed holiday for the purchaser's office, the due date for the closing of the tender will be the following working day at the prescribed time.

**8. Evaluation of Bids:**

Bids **without valid EMD** or **EMD exemption proof** shall be **rejected**.

- The Purchaser shall have full right to seek clarifications from the participating Bidders at any stage. Price bid of only technically qualified bidders will be taken for further consideration.
- Evaluation of the bids will be done on the basis of compliance of tender requirements as mentioned below:
  - a) Compliance of eligibility requirements of the bidder;
  - b) Compliance with the tendered technical specifications of the item;
  - c) Compliance with commercial including financial and other terms & conditions of the tender;
  - d) On the price basis among eligible bidders on all above.

**9. Selection of the Bidder:**

Selection of the Bidder will be done in accordance with the prescribed norms and rules of the Government of India. Canvassing in any manner will render a bidder disqualified for consideration, at any stage during the process of tender evaluation.

**10. Results of Evaluation:**

The result of Tender evaluation and Award of contract will be published on **CPP Portal** and STQC website.



## Chapter – II: Conditions of Contract

### 11 Price Determination:

#### 11.1 Foreign Currency Base Price For Goods Not Manufactured in India:

When the item(s) is/are required to be **imported** from **overseas countries**, **Bidders are primarily required to quote their Price at the FOB/FCA Port of Shipment Value in foreign currencies**. Comparison shall be done on **FOB/FCA Price only**.

#### 11.2 Deriving FOB/FCA Price:

If the price is quoted for **Ex-Works/ Ex-Factory Value**; provide **elements considered** for Price at the **FOB/FCA Port of Shipment value**.

#### 11.3 Applying duty/tax exemptions:

- Bidders should clearly mention the Classification Code for the Importable Item(s) offered.
- The duties payable to the Customs, or, charges payable to the Carrier (when freight is payable at destination) or, charges payable to the Airport authorities etc., if any, at the port of discharge will be borne by the Purchaser. However, the Bidder will have to arrange for sending Advance Documents as may be required in the Purchase Order/ Contract to the Purchaser well in time.

#### 11.4 Indian Rupees Base Price For Goods Not Manufactured in India:

Any **authorized Representative/ Agent/ Dealer in India** or **Indian subsidiary offices** of the **OEM** can submit the quotations in **Indian Rupee** at FOR Destination basis. Comparison shall be done on **FOR Price only**. The bidder may intimate the Offered Rate Price along-with elements considered for the **FOR Price**.

The bidder may intimate the Offered Rate Price for Supply without Custom Duty Exemption Certificate (CDEC) or Supply with CDEC. In case the bidder requires CDEC from the laboratory, following conditions need to be satisfied, i.e., they shall -

- i. Intimate the Classification/Customs Tariff Number and rate of Customs Duty on the date of their tender;
- ii. Intimate the Import/Export Code No. issued by DGFT to them;
- iii. Confirm that they will provide or disclose all related documents before issue of such CDEC.

#### 11.5 Price For Goods Manufactured in India:

- Bidders are primarily required to quote their **Price** at the **FOR** basis up to the Purchaser's premises.
- Delivery of goods should be up to the Purchaser's premises.

#### 11.6 Applying duty/tax exemptions for End User:

The Bidder must indicate the applicable rate of **GST** for the item(s)/services offered subject to their proper tax registration in regard of taxes/duties. However, the Purchaser is exempt from paying Central Excise Duty for which the Exemption certificate shall be made available with the Purchase Order. **GST** shall be paid, as, at the time of payment after delivery and satisfactory acceptance/ installation of the item(s).

#### 11.7 Special conditions:

- Irrespective of the provisions mentioned above, any charges towards Freight, Insurance, Inspection, Survey, Customs Duty, Warehousing/Cargo handling by Carrier/ Forwarder/ Port Authorities or Goods Clearance Charges, as applicable; payable for any second or subsequent occasions, owing to wrong shipment, replacement for defective item(s) under warranty or erroneous documentation, shall be paid by the Bidder.
- The Bidder or its local agent shall have to bear any charges due to the Bank etc. on account of any **amendment in LC/ Documents**, if required for convenience on account of bidder.

#### 11.8 Ownership of goods when LC is retired or Advance is remitted or CDEC is issued:

The purchaser shall have full right/ title/ ownership of any Articles/ Goods as are delivered or in transit after shipment or paid for in advance or booked through a confirmed LC or if any tax/custom duty exemption

certificate (CDEC) is issued, under orders of the said purchaser. In such cases, without the written consent of the purchaser, the articles/goods shall not be exchanged, altered, modified, returned or redirected by the Bidder / agent. In such cases, the bidder shall be required to obtain formal written consent of the Purchaser for taking any such action even when delivery to the purchaser has not been made.

The successful Bidder, if ordered, as supplier shall not misuse or lend/share with others any undue benefit or facility as may be made available by way of issue of an End User Certificate or Customs or Central Excise Duty Exemption certificate and in all cases for non-utilization of these documents or if these are utilized but no supply actually takes place, the supplier shall be bound either to return the documents so issued or to make such compensation as is demanded by the Purchaser, not exceeding the value of such benefits availed of.

This will not however, absolve the supplier from their responsibility as may be otherwise fixed under the laws of the land including for incurring any loss to govt. exchequer.

## 12 Payment Terms and Mode of Payment:

### 12.1 FE Payments:

- For Goods which require import from overseas countries, the Purchaser shall pay the Bidder through the **Irrevocable Documentary Letter of Credit (LC)** through Bank only, upon receipt of the due **PERFORMANCE BANK GUARANTEE** and / or **Security Deposit**.
- The exchange rate for foreign currency shall be determined on the basis of the rate prevalent on the date of opening the LC. **No Bank Charge(s) outside India** shall be borne by the Purchaser.

### 12.2 Rupee Payments:

The Purchaser will prefer, in the following sequences, to pay the Bidder **through Electronic Fund Transfer (EFT)**:

- a. After actual delivery against pre-receipted Invoice/ Bills submitted in triplicate along with proof of delivery and Certificate of Acceptance and/or satisfactory Installation;
- b. In exceptional cases, Advance Payment against Pro-forma Invoice may be given against equivalent Bank Guarantee.

### 12.3 Quantum of Payment to be released:

For securing full or Part Payments, the **selected bidder** must furnish the requisite **PERFORMANCE BANK GUARANTEE** and / or **Security Deposit**, which will be released later, i.e, **PERFORMANCE BANK GUARANTEE** after **due time** as mentioned herein below and **SECURITY DEPOSIT** after satisfactory Installation/ Commissioning/ Acceptance.

#### **For LC cases involving FE payments:**

- a. **90% of payment** will be made through **irrevocable letter of credit (LC)** against shipping documents and **balance 10% on successful installation & commissioning** of the item. **PERFORMANCE BANK GUARANTEE for 10%** shall be required prior to delivery.
- b. **100% of payment** will be made through **irrevocable letter of credit (LC)** against shipping documents provided additional **Bank Guaranty of 10%** of Gross value of PO as **Security Deposit** is provided by Indian Representative or as applicable. Separate **PERFORMANCE BANK GUARANTEE for 10%** shall be required prior to delivery.

*In case at any stage amendment in **LC document** is requested/asked for by the bidder due to delay in delivery of the goods or fails to install it, in specified time , the **additional charges / penalties for amendment in LC document** shall be borne by the Bidder or his principal.*

#### **For INR payments:**

**100% of payment** through **EFT** after **delivery, satisfactory Installation, Commissioning and Acceptance** by store. Separate **PERFORMANCE BANK GUARANTEE for 10%** will be required prior to delivery.

#### 12.4 Bank Information:

- For all types of payments as indicated above and as may be contracted finally, the Bidder is bound to disclose the requisite information with regard to its bank account for establishing necessary communication and / or for making transactions for receiving payments.
- The Bank Information shall include Bank Name, Branch Name and Address, Bank Account Name, Account Number, SWIFT/RTGS/NEFT/IFSC Code(s) of the Bank, Bank Routing No., IBAN No., Bank Sort Code etc., as applicable.

#### 13 Measurement Units:

The Accounting/ Technical measurement units used in the offer should be only in recognized Indian or International Format. In the event of the Bidder's practice of different measurement standards, the equivalence information should also be given.

#### 14 Period of Delivery:

The **Tentative delivery period** shall as below:

- For **Foreign origin Items in Foreign Currency**: within **8 weeks** after **opening of confirmed LC**.
- For **Foreign origin Items in Indian Currency/Domestic Items**: within **12 weeks** after **acceptance of Purchase Order** by successful bidder.

Wherever needed, delivery period may be extended on submission of valid reason(s) by the supplier, subject to acceptance of purchaser.

This should be specifically confirmed or otherwise mentioned by the Bidder. If the bidder fails to supply the stores/ perform job(s) within the guaranteed date, the Purchaser reserves the right to cancel the entire Order or part thereof, without any reference, or to place order to another bidder for the same and identical stores/ job(s) of equal quantity/ volume or a part thereof, before or after cancellation of the Order or to forfeit the amount guaranteed through the execution of the Performance Bank Guarantee, if any and this entire amount of procuring the goods from other sources shall be borne by the original bidder.

#### 15 Country of Origin:

The Bidder is required to indicate in the offer, the Country of Origin of the goods. Ordinarily, Certificate of Origin (CO) is required for all imported item(s). The Bidder and/or its local agent in India shall be responsible for due observance of all relevant legislation of the Country of Origin as well as International Conventions, as applicable, without any repugnance to the laws of the Importer's country.

#### 16 Port of Shipment:

The Manufacturer/ Overseas Principal must clearly indicate the **Port of Shipment / Dispatch** in the bid.

#### 17 Mode of Dispatch:

For all **imported goods**, the mode of dispatch shall be **"By Air"**. In special cases, Ship or Postal delivery may be accepted.

#### 18 Forwarder/ Carrier:

- Generally, Air India will be the Carrier for imported item(s) from overseas countries unless there is no direct link between the Port of Shipment and the Port of Discharge. The Carrier, if chosen by the Bidder, should be able to deliver goods at the Port of Discharge directly.
- In respect of an indigenous item, the Bidder may choose the type of carrier. The Laboratory will not arrange for pick-up of any cargo from any Bidder's point of sale and it will be the responsibility of the Bidder(s) to arrange for dispatch/shipment through bona-fide forwarding agency for delivery to Purchaser's premises.

19 **Insurance:**

The Purchaser will provide an **open general policy/ marine Insurance cover** for all imported goods. However, the bidder should **indicate** the **Insurance cost**, which the Purchaser may choose to bear if necessity so arises, the Insurance being arranged by the Bidder.

20 **Port of Discharge:**

The Port of Discharge / Ultimate Destination for all imported consignments shall be **NEW DELHI, INDIA** (or as mentioned in the **Chapter-III: Schedule of Requirements**, Full address details will be given in Purchase Order). Trans-shipment will not be preferred except in exceptional cases; even when such trans-shipment is allowed, the responsibility of discharge of goods at the ultimate destination shall vest upon the Bidder only. For indigenous consignments delivery at door should be made.

21 **Validity of Offer:**

Shall not be less than **120 days**, which may be extended at the request of the Purchaser.

22 **Preference to Domestic Manufacturers of Electronic Product & Make in India:**

- Preference shall be given to **Domestically Manufactured Electronic Products (DMEPs)** as per Notification No.: 8(78)/2010-IPHW dated 10-02-2012 and Notification No: 33(3)/2013-IPHW dated 23.12.2013... (Subsequently revised from time to time), issued by MeitY, Govt. of India. For latest details of policy and notification may be referred to on MeitY website "<http://meity.gov.in/esdm/pma>". Bidder shall submit requisite documents for **DMEP**.
- Percentage Domestic value addition in terms of Bill of Materials (BOM) required for items (covered by above notification) to qualify as domestically manufactured shall be provided along with relevant documents by the bidder, for bid evaluation.
- Purchase preference shall follow **Public Procurement (Preference to Make in India) Order 2017** issued by Department of Industrial Policy & Promotion (DIPP) vide Order No. P-45021/2/2017-B.E.-II, dated 15.06.2017 (subsequently revised from time to time).

23 **Acceptance of Purchase / Work Order and Submission of PBG/SD & Pro-forma Invoice (PI):**

- Purchase / Work Order, if any, issued by the Purchaser, to the successful bidder shall generally are to be **accepted** by the Bidder/service provider **within 4 weeks** from the **date of issue of the Order**.
- After acceptance of Purchase / Work Order, **within next 4 weeks**, successful bidder shall submit the requisite **Performance Bank Guarantee (PBG)** and/or **Security Deposit (SD)**, in the due manner and **original Pro-Forma Invoice** duly signed & stamped, affixed revenue stamp, with **probable date of shipment** & Bank Account Information.

24 **Performance Security- Performance Bank Guarantee (PBG):**

- The successful bidder awarded with the Order shall have to submit, **within specified time after acceptance of Purchase / Work Order** either by itself or by the local Indian office / agent, a **Performance Bank Guarantee @ 10%** (ten per cent) of the Gross Order Value in **equivalent Indian Rupee** duly executed by any **Nationalized Commercial Bank** or **Commercial Bank in India** recognized by the **Reserve Bank of India (Co-operative Banks will not be accepted)**.
- **PBG** must be made valid **either** for a **minimum of 20/24 months** from the date of acceptance of PO **or** covering **entire Warranty Period** (adding **4/6 months more**); **whichever is later**.
- The **PBG** will be forfeited in the case of failure of Bidder to comply with any Order Terms and conditions. Failure to make timely delivery or provide after-sales services during warranty period will constitute, along with other clauses, valid ground(s) for forfeiture of **PBG**. The **PBG** will be released for supplies duly made and accepted followed by satisfactory compliance of warranty obligations including the cooling-off period for the duration mentioned herein above.
- **PBG** will be refunded only after satisfactory completion of entire Warranty Period of the Equipment.

## 25 Security Deposit (SD):

The **selected Bidder** will submit a **Security Deposit** as **BG**, in addition to the **PBG**, for the following cases:

- a. For **LC cases** involving **FE payments**, if **100% payment** is required against shipping documents, **SECURITY DEPOSIT for 10% of gross order value in equivalent Indian Rupee** will have to be furnished.
- b. The **SECURITY DEPOSIT** is to be made in the same manner and form as for the **PBG** mentioned above. SD must be made **valid for a minimum of 9/12 months** (for covering time till Installation) from the date of acceptance of PO.
- c. In deserving cases, including cases where an advance payment has been required by a selected Bidder, the Security Deposit (BG) will be 100% of gross order value.
- d. This Security Deposit, as the case may be, if received, will be refunded only after satisfactory acceptance and successful Installation/ commissioning of the Equipment;
- e. Whenever it becomes imminent that a bidder's obligations under the supply order including warranty may not be satisfactorily completed within the validity of the Security Deposit or PBG, the said SD or PBG instrument shall have to be extended by the bidder at their own expenses for such time as may be required.

## 26 Delay in Delivery & Commissioning:

- Delay in supply / delivery or commissioning will be counted from the expiry of agreed delivery time as per contract, commencing from the date of acceptance of PO by bidder **or** opening of LC **or** Advance Remittance as the case may be for calculating of LD.
- The Purchaser may extend time for delivery against a valid request in writing and unless such extension is granted, the delay will continue to be liable to be charged with penalty / liquidated damages etc. as well as to attract provisions like forfeiture of EMD/Security Deposit/Performance Bank Guarantee etc.

## 27 Recoveries from Payments due:

The Purchaser shall have full right to recover any applicable Taxes/ levies & deductions etc. as may be due under extant rules, which will be deducted at source from bidder's bills.

## 28 Penalty / Liquidated Damages:

- The Purchaser may, in applicable cases, fix/charge rate of penalty / Liquidated Damages to be recovered (in addition to forfeiture of/ invoking of Security Deposit and/or Performance Security) from the bidder, when the failure of the bidder to comply with the order for supplying goods/ providing services is likely to/ has actually caused material/substantial losses to the Purchaser due to **delayed / incorrect supply** of stores/ inconsistent /negligent services/ fails to install satisfactorily/ delayed installation.
- In the event of delay in supply of goods beyond the agreed date, purchaser reserves the right - To levy a penalty as "Liquidated Damages" from the bidder, @ of 0.5% of order value per week of delay beyond the scheduled deliveries / execution of the order successfully, for first 10 weeks.
- In case the delay is for more than 10 weeks, purchaser reserves the right to increase the rate of penalty, which will be decided by competent financial authority, as per Govt. of India GFR norms. It may be noted that the maximum limit for such liquidated damages deduction will be 10% of bid price of the delayed item/ equipment. The penalties, if any, shall be recovered from Performance Bank Guarantee.
- The Purchaser may also consider relaxing the penalty and delivery requirements, if and to the extent that, the delay in performance or their failure to perform its obligations under the contract is the result of a **Force Majeure**. A Force Majeure situation can be acts of God (like earthquakes, floods, storms, fires, epidemics etc.), war or revolutions, civil commotion, sabotage, lockouts & strikes, explosion or freight embargoes etc.
- In the case of Force Majeure, the supplier shall promptly notify the purchaser in writing of such conditions and cause thereof, within 21 days of occurrence of such event and accordingly a prior permission shall be obtained from competent authority by purchaser against a written request received from supplier.

## 29 Termination of Contract:

- The Purchaser reserves the right to indicate crucial date(s) for delivery and/or installation, in its order, failing which the contract / order shall become invalid.
- In case the bidder fails to install & commission equipment/ item or the equipment/ item itself fails to perform as per equipment tender specifications, then the purchaser has the right to cancel the P.O. with the approval of the competent authority. Then purchaser has the right to recover the entire amount incurred on the purchase of that equipment, shall be recovered from that bidder/ manufacturer.

## 30 Availability of Spares and Technology Support Period (After Sale Service Support):

- Generally, the bidders should have maintenance / service facilities for the tendered item(s) technologically in India for a **minimum of 6 years**.
- The Bidder(s) are required to provide detailed plan/arrangement for such warranty services on site through their own branch office / service centre etc. in the city of New Delhi, India (or as mentioned in the Chapter-III: Schedule of Requirements). If the bidders plan to provide such services through a local dealer / service provider in absence of their own arrangement, **they shall provide the details of such service points** with an undertaking with their Technical Bids.

## 31 Warranty Period:

- The Offer should contain specific Guarantee and/or On-site Warranty Comprehensive clause(s), whichever is applicable, as mentioned below:

**Minimum 12 (twelve) months from the date of commissioning or 15 (fifteen) months from the date of shipment, whichever is later, should be allowed as Warranty Period.**

**Or**

As mentioned in **Technical Specification as Specifications & Allied Technical Details (Ch-IV)** for respective items.

- The Purchaser will not bear the cost of the item(s) and related duties and levies, which may come as Replacement of the original stores or spares as a result of faults noticed at the time of Installation or during the currency of the warranty period. The OEM/ Bidder/Local Agent is required to eliminate the fault(s) occurring during the Warranty period without delay by repair, improvement or replacement of parts or whole equipment, as may be necessary, at their own cost.
- The satisfactory completion of the standard or extended warranty period as per Order terms followed by a performance certificate by the Purchaser / user laboratory shall remain as a precondition to the release of PERFORMANCE BANK GUARANTEE.

## 32 Operation/ Service Manuals and Calibration Certificate:

The Bidder shall have to provide the **hard copies** of **Operating / Service Manual** and **valid Calibration Certificate (with detailed calibration data)** from **National/International accredited body as per ISO/IEC 17025** (in English Language) or as specified in **Technical Specification as Chapter – IV: Specifications & Allied Technical Details**. Mention the details in your offer.

## 33 Inspection & Testing:

- Goods delivered will be inspected at the Purchaser's premises and will be rejected if they do not conform to the standards, specifications and drawings prescribed in the PO. Pre-dispatch inspection may be allowed in deserving cases,
- Stores rejected on inspection/ test will have to be replaced by the Bidder free of cost including charges for packing, forwarding/ handling, shipping/ transportation, Banking and also the charges for collection of documents, delivery at the Purchaser's premises, if any, plus all other charges as may be payable, must be borne by the Bidder and/or their Local Representative.

**34 Installation & Commissioning:**

After satisfactory inspection/ test of the stores by the Purchaser, the Equipment/ Machinery/ Plants will have to be installed/ commissioned by the Bidder at the location as may be specified by the Purchaser, free of charge. Cost of Site preparation will be borne by the purchaser. Purchaser is authorized to cancel the PO in case bidder fails to install/ commission the equipment satisfactorily.

**35 Arbitration:**

- Mode of settlement of any disputes/differences shall be through Arbitration. However, when a dispute/difference arises, both the purchaser and the bidder shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either the purchaser or the bidder shall give notice to the other party of its intention to commence arbitration as hereinafter provided:
- When the contract is with domestic bidder, the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996 by an arbitrator duly appointed by, **Director General, STQC Directorate, MeitY, Govt. of India, New Delhi.**

**36 Settlement of Disputes:**

**Disputes**, if any, as may be emanated from this bidding process/ resultant contract, shall be interpreted only under the relevant Laws of the Union of India and Jurisdiction for settlement of dispute, if arises any, shall be **New Delhi, India.**

## Chapter – III: Schedule of Requirements (with EMD amount)

**Requirements** : Bids are required for the following items under this Tender.

Tender Ref. No. : **13(13)/ERTL(N)/19-20/ACTE-XXII, Dt. 14-AUG-2019**

Tender Category : **SINGLE-BID OPEN TENDER**

S. No.	ACTE Reference No.	Name of Item required	Quantity Required	EMD Amount in INR	Reference/ Remarks
1	ACTE-XXII-36	Dust Chamber	01	60,000/-	Chapter – IV

Note: Director, ERTL(N), reserves the right to **Change Quantity** and **Addition/ Deletion** of the items listed above without assigning any reason.



## Chapter – IV: Specifications & Allied Technical Details

### Specification of Item required:

#### Technical Specification of Dust Chamber

S. No.	Parameter	Requirement
1	Test Space volume.	1000 Ltrs. ± 10 %
2	Heating system with thermostat or similar other means	For dust drying ambient to +50°C with automatic cut off mechanism.
3	Vibrators or similar other means	Shall be required to prevent dust accumulation, with a provision to vary vibration intensity.
4	Vacuum pump	<ul style="list-style-type: none"> <li>• Suitable provision of vacuuming the unit under test with Digital Pressure gauge on front panel and mechanism for adjusting the air extraction rate as per standard requirements.</li> <li>• Required number of Air flow totalizers for measuring the quantity of air drawn through the sample i.e. extraction rate of air as required in the standard (shall cover the whole range as given in IEC-60529 Standard).</li> <li>• Vacuum pump shall be able to achieve variable air extraction rate in the range 0.016 – 10 m<sup>3</sup>/ hour (±3%).</li> <li>• Automatic provision to stop the test if depression exceeds 20mbar or set time period (test duration) of the test has elapsed.</li> <li>• At least 3 different size Standard Vacuum Connectors on right or left wall.</li> </ul>
5	Circulation pump or other equivalent means to maintain the talcum powder in suspension	<ul style="list-style-type: none"> <li>• Dust circulating pump suitable to agitate talcum powder in concentration 2kg/m<sup>3</sup>.</li> </ul>
6	Door with viewing window.	<ul style="list-style-type: none"> <li>• Sealed, lockable, full-size glass door with viewing wiper.</li> <li>• The dust shall not fall on the floor when the door is opened.</li> </ul>
7	Construction:	<ul style="list-style-type: none"> <li>• Inner Material: Stainless steel interior AISI 304, mirror polished.</li> <li>• Outer material: corrosion resistant, galvanized steel.</li> <li>• Caster wheels for mobility, with the provision of levelling the chamber using rubber mounts( shock-absorbing feet)</li> </ul>
8	Controls / instrumentation.	<ul style="list-style-type: none"> <li>• Control panel for programming the operations of the Chamber; provided with a cyclic timer capable of handling all types of intermittent test cycles such as stirring and suspension time, air extraction rate, maximum allowable depression etc.</li> </ul> <p>Control panel shall contain Mains On/Off Switches, Indicators, Motor drive controllers, Timers, MCBs etc.</p>

Cont'd...

9	Safety.	<ul style="list-style-type: none"> <li>• Over temperature safety cut with Audio/visual alarm</li> <li>• Fans/ motors overheating protection.</li> <li>• Electric leakage, overload and short circuit protection.</li> </ul>
11	Shelve.	Adjustable stainless steel shelve having carrying capacity of $\geq 70$ Kg.
12	Square mesh required Wire diameter Wire Spacing	50 $\mu$ m nominal 75 $\mu$ m nominal
13	Power supply	230 Volts +/- 10 %, 50 Hz Single Phase. Or 415 Volts +/- 10 %, 50 Hz, 3Phase.
14	Performance/ Standards complied	The Chamber shall comply with the provisions of the latest version of IEC-60529 Standard for performing IP5X& IP6X tests.
15	Calibration certificates with data.	Separate Calibration certificates shall be required for all the measuring instruments used in the chamber such as Air flow meter, pressure gauges, timer etc. From ISO/IEC: 17025 accredited laboratory traceable to National/International Standard.
16	Warranty.	1 year (minimum) from the date of satisfactory installation & commissioning.
17	Training.	Shall be provided on operation & maintenance at ERTL (North), Delhi.
18	Operating and service Manual	2 copies (one hard copy & one soft copy).
19	Installation & Commencement.	ERTL(North), New Delhi Delivery of item up to the point of installation shall be done by the bidder/vendor.

## **Chapter – V: Compliance Matrix for Tendered Specification**

(MUST be filled in by Bidder)

### **Details of Compliance Matrix for Tendered Specification of Stores / Services**

Details of the Quoted Item (Name/Make/Model etc.): \_\_\_\_\_

<b>S. No.</b>	<b>Parameters as per Technical Specifications (in same sequence, as given in requirement)</b>	<b>Requirements of Tendered Specifications</b>	<b>Item Capability</b>	<b>Compliance to Tendered Specifications (Yes/No)</b>	<b>Reference for verification (State Page no of file : XYZ_TechSpec.pdf )</b>
	Refer Ch-IV for Technical Specifications				

Note: Please enclose **Published Technical Literature** of the quoted item, along with reference **website address**.

(Authorized Signatory of bidder with Seal)

## Chapter–VI: PRICE SCHEDULE

(Only in Excel Files format for uploading on CPP Portal, to be utilized by the bidders for quoting their prices)

### Price Bid

Tender Ref. No. : **13(13)/ERTL(N)/19-20/ACTE-XXII, Dt. 14-AUG-2019**  
 Name of the Item Required : **Dust Chamber**  
 Bidder's Organization Name & address :  
 Contact Numbers/ e-mail :  
 Bidder's Ref No. & Date :

S. No.	Items	Make (Manufacturer)	Model No/ Part No. (if any)	Qty	Unit Rate [INR/ Foreign Currency] (Specify Currency)	Total Amount [INR/ Foreign Currency] (Specify Currency)
1	<b>Main Item</b> -Provide Nomenclature					
1.1	<b>Accessories (if any)</b> -Provide details					
1.2	<b>Options (if any)</b> -Provide details					
2	<b>Operating/ Service Manual</b> (Hard Copies)					
3	<b>Calibration Certificate</b> from <b>Accredited National/ International body</b> as per <b>ISO/IEC 17025</b> with detailed calibration data - <b>Provide Details</b>					
4	<b>Installation, Training &amp; Others Charges</b> - (payable or free of cost) if any- <b>Provide Details</b>					
5	<b>Applicable Taxes</b> (if any) / <b>FOB/FCA Charges</b> -Provide Details					
6	<b>TOTAL COST</b>					
7	DISCOUNT (if any)					
8	<b>NET TOTAL COST</b>					
	<b>Total Cost (in words):</b>					
9	Quote Separately: <b>Per Year AMC/Extended Warranty Charges</b> for next 3 years after completion of Warranty Period, (if any)					

Remarks (If any):

- Above price bid format is indicative. **Bidder may modify the suggested format, if required for furnishing the information.** However the bidders shall also quote for additional items/ requirements (including Trainings), if any, required for successful completion of the entire project.
- **In case for TWO-BID OPEN TENDER, Duly Filled Price Bid must be uploaded in Cover No. 2. & Un-Priced Bid (without Price Indication) in Cover No.1.**

Date :  
Place :

Name :  
(Authorized Signatory of bidder)

## **Chapter–VII: Contract Forms**

**List of Forms:**

1. MODEL FOR BANK GUARANTEE FORMAT FOR FURNISHING EMD, **Form-1**
2. MODEL FOR BANK GUARANTEE FORMAT FOR FURNISHING PBG/SD, **Form-2**
3. CHECK-LIST FOR SUBMISSION OF TENDERS, **Form-3**

**Form-1**

### **MODEL FOR BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas ..... (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of ..... (hereinafter called the “tender or bid”) against the purchaser’s tender enquiry No. .... KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at ..... are bound unto ..... (hereinafter called the “Purchaser) in the sum of ..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of .....20.....

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - a) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**Bank Account Details, if required by the bidder:**

- PAO, MEITY, New Delhi.
- Bank of India, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi - 110003
- IFS Code : BKID0006048; MICR Code : 110-013-052
- Current Account Number : 604820110000002

**MODEL FOR BANK GUARANTEE FORMAT FOR FURNISHING PBG / SD**

To  
The President of India  
Through  
PAO, MeitY, New Delhi  
For **Director,**  
**ELECTRONICS REGIONAL TEST LABORATORY (NORTH),**  
**STQC Dte., Ministry of Electronics and Information Technology,**  
**Govt. of India,**  
**S-Block, Okhla Industrial Area, Phase-II,**  
**New Delhi-110020 INDIA**

WHEREAS..... (name and address of the supplier) ..... (hereinafter called "the supplier")  
has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and  
services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a  
bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance  
with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier,  
up to a total of ..... (amount of the guarantee in words and figures), and we undertake to  
pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or  
argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or  
to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from supplier before presenting us with the  
demand.

We further agree that no change or addition to or other modification of the terms of the contract to be  
performed there under or of any of the contract documents which may be made between you and the supplier shall in  
any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or  
modification.

This guarantee shall be valid until the ..... day of ....., 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**CHECK-LIST FOR SUBMISSION OF TENDERS**  
**(MUST be filled in by Bidder)**

<b>PARTICULARS OF THE BIDDERS</b>		
<b>(Pls. fill and/or provide the detail of supporting document for compliance with document name and page number)</b>		
1.	Name, Address & Telephone / Fax No./E-mail of the Bidder (on Letter Head)	
2.	Quotation Number with Date	
3.	Quotation Validity ( <b>120 days from date of closing</b> ) [c. 21]	
4.	Copies of Firm's / Company Registration Information / Trade License / GST Registration/ PAN / Income Tax Returns (last 3 yrs) etc (Yes/ No) [c. 4.3]	
5.	EMD, for required amount & duration in proper form or EMD Exemption Certificate (FDR/ BG or NSIC/ <b>UAM (Udyog Aadhaar Memorandum) number</b> ) is furnished? (Yes / No) [cl. 4.5 & Ch-III]	
6.	Copies of successfully executed PO & Client List in India. (Yes/ No) [cl 2.2 & 4.3]	
7.	The Quotation offered for a <b>Foreign Origin Product</b> . If yes, select the category from followings [cl 2.3] - Directly from foreign OEM - Directly from India Subsidiary Office - From Authorized Dealer/ Supplier / Representative in India	
8.	The Quotation offered for an <b>Indian origin Product</b> . If yes, select the category from followings [cl 2.4] - Directly from Manufacturer - From Authorized Dealer/ Agent	
9.	Name and address of the OEM (both foreign/ indigenous cases) [cl 4.3]	
10.	Name and address of the Authorized Indian agent, in case of if quotation is from OEM. [cl 4.3]	
11.	Copy of <b>Valid Authorization Certificate</b> of <b>OEM</b> available with the Bid where applicable. (Yes/No) [cl 4.3]	
12.	<b>Technical literature</b> along with <b>Compliance Matrix</b> (Yes/ No) [cl 4.3, Chapter V]	
13.	Undertaking to accept EFT payment [cl 4.4]	<i>Accepted</i>
14.	Product Origin [cl 15]	
15.	Port of Dispatch [cl 16]	
16.	Mode of Payment (through LC/ EFT) [cl 12]	
17.	Terms of Payment (Foreign origin Items:LC 90% or100% / Domestic Items:After Delivery) [cl 12]	
18.	Bank Information with IFSC/SWIFT [cl 12.4]	
19.	Period required for Delivery [cl 14] For Foreign origin Items: within <u>8 weeks</u> after opening of confirmed LC. For Domestic Items: within <u>12 weeks</u> either after acceptance of PO	
20.	Performance Security (PBG) Terms [cl 24]	<i>Accepted</i>
21.	Security Deposit (SD) Terms , where applicable [cl 25]	<i>Accepted</i>
22.	Liquidated Damages/ Penalty Clause [cl 28]	<i>Accepted</i>
23.	Warranty Period (Minimum 12 months from the date of commissioning or 15 months from the date of shipment, whichever is later) [ cl 31 or Ch-IV ]	
24.	After-Sales Service offered & Name, Address & Phone no. of Local Service Centre Information [Cl 30]	

(Authorized Signatory of bidder with Seal)

Note: Please note that the **Check-list** is attached for the convenience of the bidders for submitting their bids. Therefore, bidders are required to **refer the Tender Document carefully** and submit the bids as per the terms and conditions mentioned therein, to meet the Tender conditions which are essential requirement for evaluation of the bids submitted by the bidders.

## Cover Name & Documents Details to be uploaded on CPP Portal

### Single Bid- Single Cover

Sr. No.	Cover Name	Documents Details to be uploaded	File Convention Name (MUST be followed)
	<b><u>Single Cover</u></b>		
1.	EMD or EMD Exemption Certificate	Copy of <b>EMD or EMD Exemption Certificate (Original EMD along with Covering Letter to be submitted before closing Date/Time)</b>	XYZ_EMD.pdf
2.	Covering Letter, Documents, Information, Acceptance, Company Registration, GSTN, PAN, ITRs, Bank Information and Check List	<p>-Covering Letter with details of Bid, Validity, <b><i>undertaking for acceptance of all Terms &amp; Conditions of Tender Document</i></b> along with statements for <b>Documents &amp; Information / Acceptance</b> as per <b>cl 4.3 &amp; 4.4, Details for Conditions of Tender</b> as per <b>Chapter II</b> and duly filled <b>Check List Form 3</b></p> <p>-Copies of valid Company <b>Registration, Trade License, GST Registration, PAN Card, Income Tax Returns</b> (last 3 Yrs) etc., where applicable.</p> <p>-<b>Bank Information</b> for making payment-Bank Name, Branch Name and Address, Name, Account Number, SWIFT-RTGS-NEFT-IFSC code etc.</p>	XYZ_CoverCheck.pdf
3.	Authorization Certificate of OEM, Executed POs and List of Clients	<p>-Copy of <b>Valid Authorization Certificate/Letter of OEM, Local Service Centre Information</b>; where applicable.</p> <p>-Copies of <b>successfully executed POs</b> in India and <b>List of Clients</b> in India</p>	XYZ_AuthoClientPO.pdf
4.	Printed Literature of Item and Compliance Matrix	Duly <b>Filled Compliance Matrix Chapter V</b> along with <b>Printed Literature</b> with <b>Technical Specification</b> of Item , Address of websites, if any;	XYZ_TechSpec.pdf
5.	Price Bid Duly filled Price Schedule	<b>Price Bid</b> only in Excel file as per provided format in <b>additional documents</b> , Duly filled <b>Price Schedule Chapter VI</b> , Break-up with details of Nomenclature, Model, Make of Item as per <b>Cl 4.6 with Price</b>	XYZ_PriceBid.xls
6.	Price Bid Duly filled Price Schedule in PDF	<b>PDF version of above mentioned Price Bid</b>	XYZ_PriceBid.pdf

**XYZ:** First three letters of the Bidder's Name.