



**Government of India**  
Ministry of Electronics & Information Technology  
STQC Directorate  
**ELECTRONICS REGIONAL TEST LABORATORY (WEST)**  
Plot No. F 7 & 8, MIDC Area, Marol, Opp. SEEPZ  
Andheri (East), MUMBAI – 400 093, INDIA

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Email: ertlwest@stqc.gov.in

## **TENDER DOCUMENT**

FOR

### **SUPPLY AND INSTALLATION OF VOLTAGE -CURRENT AMPLIFIER(AC-DC) At ERTL(W), Mumbai**

(For details and Technical Specification, refer Chapter-I & II)

Tender Category	SINGLE BID OPEN TENDER.
Tender No. <b>139.</b>	<b>ERTL(W)/Stores/S&amp;C/ACTEXXII/2019-20/XXII-</b>
Issue Date	14/11/2019.
Closing Date & Time for Submission	09/12/2019 at 11.00 Hrs.
EMD Amount	Rs.100000/- . (Submission as per cl. 4.5 of Tender Document)
Opening Date & Time	10/12/2019 at 11.00 Hrs..
Pre bid meeting Date & Time.	22/11/2019 at 11.00 Hrs.

Dy. Director (Admn)

Phone:+91(22)28217332.

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TO

ALL INTERESTED BIDDERS

### **INVITATION OF e-TENDER**

**Online Tenders** through **Central Public Procurement Portal (CPP Portal)** [<http://eprocure.gov.in/eprocure/appl>] are hereby invited by the Director, **ELECTRONICS REGIONAL TEST LABORATORY (WEST), Mumbai**, for and on behalf of President of India, from interested and eligible Bidders for the Services/Items under the terms and conditions and schedule of requirements and specifications mentioned in the following Tender in the manner prescribed. Bidders are requested to kindly use, if required for specific documentation, the formats prescribed.

In case any clarification is required for filling the bid document or submitting the same, the prospective bidder may contact Head Administration Tel No. 022-28217332, Email: [ertlwest@stqc.gov.in](mailto:ertlwest@stqc.gov.in)).

- Enclosures:
- 1) Chapter – I : Schedule of Requirements with EMD amount
  - 2) Chapter – II : Specifications & Allied Technical Details
  - 3) Chapter – III : Instructions to Bidders
  - 4) Chapter – IV : Conditions of Tender
  - 5) Chapter – V : Price Schedule (To be filled by bidder)
  - 6) Chapter – VI : Details of Compliance Matrix for Tendered Specification.
  - 7) Chapter- VII : Contract Forms, (Form1 and Form2).

(To be filled by bidder)

Dy. Director (Admn)

Phone:+91(22)28217332.

## Chapter – I : Schedule of Requirements with EMD Amount

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

Tender Ref. No. : **ERTL(W)/Stores/S&C/ACTEXXII/2019-20/XXII-139.**

Tender Category :SINGLE BID OPEN TENDER.

S. No.	Tendered Equipment / Standard Ref. No.	Name of Equipment / Standard required	Quantity Required	EMD Amount in INR	Reference / Remarks
1.	<b>ERTL(W)/Stores/S&amp;C/ACTEXXII/2019-20/XXII-139</b>	<b>SUPPLY AND INSTALLATION OF VOLTAGE /CURRENT AMPLIFIER(AC/DC) At ERTL(W), Mumbai</b>	<b>ONE</b>	<b>100000/-</b>	<b>Chapter – II</b>

Note: 1. Director, ERTL (W) reserves the right in **Change Quantity** and **Addition / Deletion** of the items listed above without assigning any reason.

## Chapter – II: Specifications & Allied Technical Details

### Specification of Stores / Services required:

Tendered Equipment / Standard Ref. No.:ERTL(W)/Stores/S&C/ACTEXXII/2019-20/XXII-139.

### Technical Specification : VOLTAGE /CURRENT AMPLIFIER(AC/DC).

Sr. No.	Parameter	Requirements(1 year @ 95 % CL)
1.	AC Voltage	Range: Upto 1000V Frequency 40 Hz to 30 kHz Upto 750 V Frequency 30kHz to 100kHz Basic Accuracy: $\pm 0.02\%$ @ 10kHz or better
2.	DC Current	Range: 0 to $\pm 10A$ Basic Accuracy: $\pm 0.04\%$
3	AC Current	Range: Upto 10A @ 40 Hz to 10 kHz Basic Accuracy: $\pm 0.07\%$ @ 1kHz
4	Compatibility	This Amplifier to be used in conjunction with Multifunction Calibrator ,Fluke 5720 A,Proprietary Item
5	Line Voltage	$(230 \pm 10 \%)V / 50$ Hz, single phase
6	Operating Environment	20° C to 35 ° C / up to 70 % RH
7	Interface	IEEE-488 & RS 232 compatibility
8	Calibration Report	Calibration Report with data from NABL or equivalent accredited laboratory complying to ISO/IEC 17025 International Standard.
9	Warranty	Minimum one year from date of installation
10	Manual	Operating / Instruction manual (Hard Copy)
11	Accessories	Test lead set, Transit case and other important accessories

## CHAPTER – III: 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 HQrs. / any higher establishment;
  - (d) "Consignee" shall mean this Laboratory or any of its Subordinate Establishment or Project Office in the city of New Delhi, India.
  - (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 Sales/Service/Value Added Taxes/Excise/Customs Duties etc. to the appropriate authorities for 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 a physical 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 must not be an individual but preferable 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 shall submit
- a) **Copies of Purchase Orders** successfully executed in India in last 3 years.
  - b) **List of Clients** in India.
- 2.3 **Foreign Origin Specific** Bids containing offer for equipment of foreign origin, should come either,
- a) Directly from the **original foreign manufacturer** on **their letterhead** with printed technical literature/leaflets; in such cases, it would be desirable if the bidding manufacturer indicates 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 with** printed technical literature/leaflets; OR
  - c) From the **authorized dealer/supplier/representative** in **India**, when the foreign manufacturer is having no direct office in India, with printed technical literature/leaflets; and duly **forwarded** by the **dealer/agent/representative** on its letterhead. Quotation **through Email/ Xerox copy shall not be accepted**. The bid shall be accompanied by the copy of **valid authorization certificate/letter from original foreign manufacturer**; OR

- d) From Indian agent/representative, who want to quote directly on behalf of their foreign principal, shall be **enlisted** with the **Central Purchase Organization (e.g. DGS&D/NSIC etc.)** for that product. Whenever such bidder submits bid on behalf of a foreign manufacturer, it shall be legally binding on manufacturer itself.

**Note:** If it is found that the bids submitted by the technically & financially eligible **L1 & L2 bidders**, is not on the **OEM's original letterhead** by their authorized person, then these bidders shall have to once again submit the **exact replica** of **Techno-commercial bids** and **Financial Bid** (with all relevant terms & conditions) on the **original letterhead of OEM** by their authorized person, again to the ERTL(W) for further consideration.

## 2.4 Indigenous Origin specific

Bids containing offer for equipment of indigenous origin, may come either, from the manufacturer or authorized agent/dealer in India.

- a) Authorized agent/Dealer shall submit **Bid on manufacturer's letterhead** with printed technical literature/leaflets.
- b) If a dealer wants to Bid directly on behalf of his principals, he should be **enlisted as per GFR 2017 requirements**.

## 2.5 General shall

Whenever a bidder submits bid on behalf of a foreign manufacturer, it be legally binding on that manufacturer as well.

Provided the local Indian Bidders **should have due registration** in the name of their firm's with the concerned govt. authorities for Sales tax/VAT/Service Tax/GST/Income Tax/TIN etc. and also furnish proofs of such documents along with proofs of clearing Income Tax/Sales Tax/Excise Duty/Other taxes and duties due to the Government. The Bidders must have valid PAN/TAN Registration No. in their firm's name, with the Income Tax authorities.

In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously/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. A single Bidder shall not submit the Bid on behalf of more than on Principal/OEM.

## 2.6 Pre – bid meeting.

**The pre-bidding meeting to be held on 22/11/2019 at 11.00 Hrs.**

## 3.0 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 Government e-Marketplace, **GeM** (<https://gem.gov.in>)

### 3.3 Authenticity of Bid Document

Tenders hosted in **STQC** web site 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 TWO / 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>].

The E-Mail address of the Purchaser mentioned in this Tender Document is only for general communication purpose and Tenders shall not be sent to this address.

**All correspondence/ corrigendum etc related to Tender, if required, shall be done through CPP Portal [<http://eprocure.gov.in/eprocure/app>] or emails only. Bidders are requested to follow the CPP Portal on regular basis.**

## 4, Contents of the Bid

### 4.1 General

Bids, under **LIMITED TENDER ENQUIRY**, shall comprise of **upload of** the following:

- i) **The Techno-Commercial Bid in a cover** containing Covering Letter on the Firm's Letterhead, enclosing the Bids respectively, clearly mentioning the Tender Reference. EMD/Bid Security with Techno-Commercial Bid and other required details **must be duly ink-signed & Stamped** on each page. Kindly ensure that no price information shall be indicated in this Cover.
- ii) The **Price/Financial Bid**, as per Proforma given in Chapter- V shall also be included along **with The Techno-Commercial Bid.**

### 4.2 Techno - Commercial Bid

**Techno-commercial Bid** (for all Technical and Commercial terms) must be submitted by the firm, together with the Specifications & Descriptive Literature etc., in **Cover** with **Tender Reference Particulars**. This part is to contain the relevant technical specifications and allied commercial term details as required in terms of the tender enquiry documents.

**Techno-commercial Bid** should contain details of following Documents /Information/Confirmation, as mentioned in **clause 4.3 & 4.4** of this Tender Document, to be submitted on **Firm's Letterhead** beside all other things, if any:

### 4.3 Documents

- a) **Name, Address and Particulars** of the Bidder;
- b) **Copy of Original manufacturer's authorization certificate**, valid for current year when an Indian agent is offering quote,
- c) **Central Purchase Organization (e.g. DGS&D/NSIC)** enlistment document(s), where required
- d) **Earnest Money Deposit** in due manner for requisite amount. [Refer Clause 4.5 & Chapter-1).
- e) **Duly filled price schedule (as per Chapter-V)** with name(s) of main item/equipment & options/accessories being offered (**Financial Bid**).
- f) **Copies of Supply Order / P O letters** entered with the Govt. Departments etc., as proof of supplies along with **a list of customers in INDIA** may be provided.
- g) Copy of **Bidder's (Firms/Company) Registration Certificate/ Trade License**,

h) Copies of GST/ PAN Card & Income Tax Returns (Last 3 years) wherever applicable. Certificate of Enlistment as Indian Agent, where applicable.

i) Detailed **printed Literature with Technical Specification** of the product(s) offered; mere Statement of Compliance with published tender specification will not be sufficient.

#### 4.4 Information / Confirmation

- (a) **Details of Bank Account Information, viz., Bank Name, Branch Address, Account Number, IFS Code (for NEFT/RTGS), SWIFT Code (for FE Payments), MICR Code as well as PAN No. using** the prescribed format.
- (b) **Payment terms** [Preferred terms will be FOB for items of foreign origin and Delivery at Site for domestic supplies – see Clause (12) below]
- (c) **Payment method** – see Clause (12) below & **Undertaking / Declaration** to accept payments through **Electronic Fund Transfer** method, if required
- (d) **Delivery Time required** – see Clause (14) below.
- (e) **Country of Origin** – Declare the Country/|Port of Origin, see Clause (15) below
- (f) **Delivery Terms and Port of Dispatch / Shipment** shall have to be indicated (Part shipment is not accepted, for imports) – see Clause (16 & 17) below
- (g) **Mode of Shipment/Transport & Carrier** – Declare the Mode, see Clause (17) below
- (h) **Insurance Coverage** – see Clause (19) below
- (i) **Offer Validity** – 120 days from the date of closing, see Clause (21) below
- (j) Acceptance for Submission of **Performance Bank Guarantee (PBG)** upon award of contract (see Clause (24) below)
- (k) **Security Deposit** – acceptance, see Clause (25) below
- (l) **Penalty / Liquidated Damages** – acceptance, see Clause (28) below
- (m) **Guarantee and Warranty Period** – 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**

All documents submitted shall be **duly signed & stamped** by bidder for its acceptance.

**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 it's discretion, opt to seek clarification on any of the above points from the bidders.

**Important Note:** In addition to above, you are also requested to submit an **undertaking** on your letter head **duly signed & stamped** to confirm the acceptability of **all Terms & Conditions of Tender Document.**

#### 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 in Cover.**

The Bidders (**except those registered with the DGS&D/NSIC** for that product only) **must pay** the Bid Security / EMD. EMD shall be submitted as indicated in this document.



EMD will be accepted in the form of **Fixed Deposit Receipt** or **Bank Guarantee** from any Nationalized / Commercial Bank in favour of “**PAO, MEITY, New Delhi**”.

The EMD must be **valid for 45 Days beyond the final bid validity period (Minimum 165 days)**, failing which their Bid(s) will not be accepted by the Purchaser.

**EMD in original must be submitted before closing date & time at ERTL(W) Mumbai, 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(W), Mumbai.**

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.

An EMD instrument must be **purchased after issue of and before closure of the Tender concerned** and a pre-emptive buying of EMD instrument or a post-closing date issue of EMD will not be valid.

Provided that the Earnest Money Deposit will be **liable to be forfeited**, if the Bidder subsequently fails or appears to be unable to comply with the offer submitted, or withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of the tender; or the bidder fails to furnish the acceptance of **Purchase Order in writing** or within the period of validity of the Purchase/Work Order, if placed in due conformity of the said tender.

Provided further that the EMD will **also be forfeited**, if the bidder, after being issued with the Order Acceptance in writing within three weeks of Order or to furnish the requisite Performance Bank Guarantee/Security in the manner prescribed within the four weeks of Order placement.

The Earnest Money Deposit of all the **unsuccessful tenders** 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 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** should be submitted duly in the **firm's letterhead** in **Cover**, with **Tender Reference Particulars** and mentioning the details of the 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 Proforma given **Chapter-V: PRICE SCHEDULE**. Separate forms should be used for alternative item proposals reflecting the followings.

- a) Serialized Item No.
- b) Item Name with Description
- c) Basic Cost
- d) Price Basis (indicate for Domestic Items Ex-Works / FOR / Delivery at Site and for Imported Items as FOB and CIF both) based on Clause (11) below
- e) Discount(s) offered (indicate fixed or %age rates)
- f) Amount & %age Rate of applicable Central Excise Duty
- g) Amount with %age Rate of applicable VAT / Sales Tax / Service Tax etc with Cess
- h) Packing and Forwarding Charges, if any

- i) Freight Charges, if any, for indigenous goods
- j) Installation/Personnel's Training Cost, if any
- k) Insurance Cost for domestic supplies
- l) Per Year AMC/Extended Warranty Charges after completion of Warranty Period for next 3 years
- m) Any other Cost
- n) Total Price

#### 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 ink-signed letter in the firm's letterhead and submitted within the Closing Date of Tender submission.

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 its 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. Primary Documents to be submitted With bid

The Bidder must not fail to submit the following documents, in absence of which, the Purchaser may not give any further opportunity for submission and continue to finalize selection on the basis of available information/documents:

- a) **EMD** for specified amount in required manner,
- b) **Techno commercial Bid with Price statement of compliance matrix (Limited Tender)**.
- c) **Original Manufacturer's Ink-signed Quotation** (or as applicable).
- d) **Printed Technical Literature of product**
- e) **Original Manufacturer's Authorized Letter**, where required
- f) **Enlistment Certificate as Indian Agent** from DGS&D/NSIC, where required.
- g) **Undertaking for accepting payment by EFT**
- h) **All Statutory documents** Tax Registration Information for such taxes/duties as are claimed.
- i) **Proprietary article certificate**, if applicable
- j) **Other documents, if applicable**; need also be submitted beside the above **(as per clause 2., 4.3, 4.4, 4.5 & 4.6 positively**.

#### 6. Closing Date

Duly completed Tenders should **be uploaded online** well before **11:00 Hours on the Closing Date** as mentioned in this document.

## 7. Opening of Bids

Tenders shall be **opened online at 11:00 hours** on the Date following the Last Date of Submission of Bids (Closing Date) in presence of the bidders or their authorized representative(s) who may choose to attend on the specified date and time at the premises of the Purchaser with proper authorization letter and identity proofs. The venue, date and time may be changed at the discretion of the Purchaser.

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. Bids as are not rejected would be treated as responsive bids and count for Technical evaluation.

The Purchaser shall have full right to seek clarifications from the participating Bidders at any stage after the opening the bids but before the PO.

Evaluation of the bids will be done on the basis of compliance of requirements as per Chapter I to VI as 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 lowest 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 will be published **through CPP Portal** and Award of contract will be published in CPP Portal and STQC website once the Purchase Order is placed.

## **Chapter – IV: Conditions of Tender**

### **11, Price Determination**

#### **11.1 Foreign Currency Base Price for Goods Not Manufactured in India**

When the stores is/are required to be imported from overseas countries, Bidders are primarily required to quote their Price at the FOB Port of Shipment Value for the stores, in foreign currencies.

#### **11.2 Deriving FOB Price**

If the price is quoted for **Ex-Works / Ex-Factory Value**; Packing, Handling & transportation charges up to the Port of Shipment should also be mentioned to arrive at the **FOB Port of Shipment value**.

#### **11.3 Elements of Price**

Freight will be payable at the destination. Therefore, if the bid is at **CIF Value**, the **element of Freight** as well as **insurance** must be shown separately.

#### **11.4 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.

#### **11.5 Indian Rupee Offer For Foreign Goods**

For Foreign-origin equipment, the bidder quoting price in Indian rupees shall also quote price in FE (refer clause 11.2 & 11.3 above), otherwise their bid in Indian rupees only shall be rejected.

## 11.6 Price for Goods Manufactured in India

The price should be the net value comprising Ex-Works price, Packing & forwarding charges indicated separately.

Delivery of goods should be up to the Purchaser's premises.

## 11.7 Applying duty/tax exemptions for End User

The Bidder must indicate the applicable rate of Central / State Excise Duty / Service Tax / VAT for the item(s)/services offered subject to their proper tax registration in regard of this taxes/duties. However, the Purchaser is exempt from paying Central Excise Duty for which the Exemption Certificate may be made available with the Purchase Order. Central Sales Tax / VAT / GST will be paid at the applicable rate at the time of payment but not before the actual delivery and satisfactory acceptance / installation of the stores.

## 11.8 Special Conditions

Irrespective of the provisions above-mentioned, any charges towards Freight or Insurance or Inspection or Survey or Customs Duty or Warehousing/Cargo handling by Carrier / Forwarder / Port Authorities or Goods Clearance Charges, payable for any second or subsequent occasions, owing to wrong shipment, replacement for defects under warranty or erroneous documentation, must be borne by the Bidder. **The Bidder or it's local agent shall have to bear any charges due to the Bank etc. on account of any amendment in LC/Documents, if it/these is/are required for convenience on account of shipper.**

## 11.9 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 delivery to the purchaser has not been made.

## 12. Payment Terms

### 12.1 FE Payments

For Goods which require import from overseas countries, the Purchaser will prefer, in the following sequences, to pay the Bidder through the following methods **upon receipt** of the due **PERFORMANCE BANK GUARANTEE** and / or **Security Deposit** or delivery as the case may be:

- i) Irrevocable Documentary **Letter or Credit** through Bank.

In case the Bank Guarantee is submitted from a foreign bank, it should be confirmed by an Indian Nationalized Bank.

The exchange rate for foreign currency shall be determined on the basis of the rate prevalent on the date of opening the LC or Advance remittance.

**No Bank Charge(s) outside India shall be borne by the Purchaser.**

### 12.2 Rupee Payments

For goods manufactured / produced locally in India, the Purchaser will prefer, in the following sequences, to pay the Bidder:

- i) After actual delivery against pre-receipted invoice / Bills submitted in triplicate along with proof of delivery and Certificate of Acceptance and/or satisfactory installation;

### 12.3 Quantum of Payment to be released.

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

#### For LC cases involving FE payments:

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

However, if the Bidder fails to deliver the goods or fails to install it, in specified time, then only the Bidder or his principal shall be liable to bear the charges towards extension of LC or any other charges/penalties.

#### For Domestic manufacturers / suppliers in INR payments:

**100% of payment through EFT after delivery, satisfactory installation, commissioning and acceptance of goods by ERTL(W) at destination. Separate Performance Bank Guarantee @ 10% will be required to submit 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 be 8 to 12 weeks. Delivery period will be commencing from the date of confirmation of acceptance of PO by successful bidder OR from date of opening of LC as the case may be .**

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 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 in the offer the **Port of Shipment / Dispatch**.

## 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.

For indigenous goods, by Rail/Road or in special cases, by Post, as may be suitable. Normally, Trans-shipment and Part Shipment will not be acceptable, exceptions being subject to purchaser's discretion. Delivery shall always be preferred at Door, i.e., up to Lab premises.

## 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 **MUMBAI, INDIA (or as mentioned in the chapter-I: 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

Should be valid for 120 days from the date of Closing of tenders, which may be extended at the request of the Purchaser.

## 22 Preference to Domestic Manufacturers of Electronic Product (DMEP).

Purchaser reserve the right for providing preference to **Domestic Manufacturers** for Electronic Products as per **Notification No.: 33(3)/2013/IPHW dated 23.12.2013** read with **Notification No. F.No.33(1)/2017-IPHW dated 14.09.2017** and Guidelines issued thereunder through Order No. **P-45021/2/2017-B.E.-II dated 15.06.2017** by Department of Industrial Policy and promotion (as may be amended from time to time). A copy of aforesaid Notifications/ Guidelines can be downloaded from MeitY website and website of Department of Industrial Policy and promotion. 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.

## 23 Registration of Udyog Aadhar Memorandum (UAM) by MSME vendors on CPPP.

**Bidders** registered as **Udyog Aadhar Memorandum (UAM)** by Ministry of Micro, Small and medium Enterprises (MSME) on Central Public procurement Portal (CPMP) , it is mandatory to provide UAM details with documents, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSMEs Order, 2012 for tenders invited electronically through CPPP.

## 24 Confirmation of Order & Submission of PBG & Proforma Invoice

Purchase/Work Order, if any, issued by the Purchaser, to the successful bidder shall generally be **confirmed by the Bidder/Service Provider within 4 weeks** from the date of issue of the Order. The Confirmation must be accompanied by the requisite **Performance Bank Guarantee** and / or **Security Deposit**, in the due manner and Proforma Invoice for LC opening etc.

## 25 Performance Bank Guarantee

The successful bidder awarded with the Order shall have to submit, **within four weeks of releasing Purchase 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. **Performance Bank Guarantee** must be made **valid for a minimum of 18 months from the date of supply / installation of item** or **entire Warranty Period, as mentioned in Technical Specification as Specifications & Allied Technical Details for respective items; whichever is later**, in deserving cases, including cases where an advance payment has been required by a selected Bidder, the ceiling of Bank Guarantee will be higher than ten per cent of order value.

The **PERFORMANCE BANK GUARANTEE** 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 **PERFORMANCE BANK GUARANTEE**. The **PERFORMANCE BANK GUARANTEE** 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.



## 26 Security Deposit/Bank Guarantee

The **selected Bidder** will submit a **Security Deposit**, in addition to the **PERFORMANCE BANK GUARANTEE** as below, **in the following cases**:

- a) For **LC cases** involving **PE payments**, if **100% payment** is required against shipping documents, **SECURITY DEPOSIT for 10% of gross order value** will have to be furnished;
- b) The Deposit is to be made in the same manner and form as for the **PERFORMANCE BANK GUARANTEE** mentioned above. SD must be valid for 9 to 12 months from the date of acceptance of P.O.
- c) This **Security Deposit for 10%**, as the case may be, if received, will be **refunded only after satisfactory acceptance and successful installation / commissioning** of the Equipment;
- d) 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 SD or PBG instrument shall have to be extended by the Bidder at their own expenses for such time as may be required.

## 27 Delay in Delivery & Commissioning

Delay in supply / delivery and commissioning will be counted from the expiry of agreed delivery time as per contract, commencing from the date of confirmation of acceptance of PO by Bidder or opening of LC as the case may be.

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 provision like forfeiture of EMD / Security Deposit / Performance Bank Guarantee etc.

## 28 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.

## 29 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.

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.

### 30 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 an 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.

### 31 Availability of Spares and Technology Support Period

Generally, the bidders should have maintenance / service facilities for the tendered item(s) technologically in India, preferably **in Mumbai, India (or as mentioned in the Chapter-I: Schedule of Requirements)** for a **minimum of 5 to 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 **Mumbai, India (or as mentioned in the Chapter-I: Schedule of Requirements)**. If the bidders plan to provide such services through a **local dealer / service provider** in absence of their own arrangement, they provide the details of such service points with an undertaking with their Technical Bids.

### 32 Warranty Period

The Offer should contain specific Guarantee and **/or On-site Warranty Comprehensive clause(s), whichever is applicable**. The supplier or OEM is required to rectify faults occurring during this period, without delay, by repairing, improvement or replacement of faulty parts at free of cost.

**Minimum 12 (twelve) months** from the **date of satisfactory installation & commissioning** should be allowed as Warranty Period.

Or

**As mentioned in Technical Specification as Specifications & Allied Technical Details 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.

### 33 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**, if any (**in English Language**) as per requirement. Mention the details in your offer.

### **34 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.

### **35 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.

**For Domestic manufacturer** – Installation and commissioning shall be completed within **Six Weeks** from the receipt of the stores and / or from Site preparation by the Purchaser.

**For OEM** - Installation and commissioning shall be completed within **Twelve Weeks** from the receipt of the stores and / or from Site preparation by the Purchaser.

### **36 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:

- i) When the contract is with domestic Bidder, the applicable arbitration procedure by **Director General, STQC Directorate, MeitY, Govt. of India, New Delhi.**

### **37 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 Mumbai, India.

## **Chapter-V: PRICE SCHEDULE**

(To be filled by Bidder)

**Estimated Price (on Letter Head; to be uploaded in Cover)**

Tender Ref. No. : ERTL(W)/Stores/S&C/ACTEXXI/2018-19/XXI-106.  
 Tendered Equipment/Standard Ref. No. : ERTL(W)/Stores/S&C/ACTEXXI/2018-19/XXI-106.  
 Nomenclature of Equipment/Item : **SUPPLY AND INSTALLATION OF  
 VOLTAGE /CURRENT AMPLIFIER(AC/DC)  
 At ERTL(W), Mumbai**  
 Bidder's Organization Name & Address :

S. No.	Items	Qty	Unit Rate [INR/Foreign Currency] (Specify)	Total Amount [INR/Foreign Currency] (Specify)
	Main Equpt with details			
	Options/Accs (if any) with details			
	Operating/Service Manual (Hard Copies)			
	Taxes (if applicable) with Details			
	Calibration Certificate from National/ International body as per ISO/IEC 17025 with detailed calibration data (Mention Details)			
	Per Year AMC/Extended Warranty Charges after completion of Warranty Period for next 3 years			
	Others with Details (payable or free of cost)			
	<b>TOTAL COST</b>			
	<b>DISCOUNT (if any)</b>			
	<b>NET TOTAL COST</b>			

**Total Cost (In words) :** \_\_\_\_\_

- Above price bid format is indicative. However, the Bidders shall also quote for additional items / requirements (including Trainings), if any, required for successful completion of the entire project.
- Discount (if any) to be offered should be mentioned against in the respective cell provided above. In case it is mentioned elsewhere, it will not be considered for price evaluation.
- This format shall only be **uploaded in Cover** as a part of **Financial Bid**, otherwise the Bid will be rejected (CI 4.1).

(Authorized Signatory of Bidder)

Date :

Name:

Place:

Seal :

Chapter – VI: Details of Compliance Matrix for Tendered Specification

(MUST be filled in by Bidder)

**A: Technical Terms& conditions:**

Sr .no	Particulars/requirements	Offered/claim by bidder	Documentary evidence (page no)
	Nomenclature of product		
	Model /Sr.no.		
	Refer Ch-IV for technical Specifications (in same sequence, as given in requirement)		

**B: General Terms& conditions:**

Sr .no	Particulars/requirements	Offered/claim by bidder	Documentary evidence (page no)
1	Name of the Bidder		
2	Address of the Bidder		
3	Telephone / Fax No		
4	Quotation Number		
5	Quotation Date		
6	Quotation Validity (120 days from date of closing)		
7	Is document for Firm's / Company Registration Information /Trade License submitted? (Yes/ No)		
8	Is EMD, for required amount, duration & proper form is furnished? (Yes / No)		
9	Are the Copies of successfully executed PO records furnished? License submitted? (Yes/ No) (Optional)		
10	Is any Client List in India submitted? (Yes/ No) (Optional)		
11	Is the Quotation offered for a foreign origin Product? If yes, select the category from followings:		
11a	-Directly from foreign OEM		
11b	-Directly from India Subsidiary Office		
11c	-From Authorized Dealer/ Supplier /Representative in India if the OEM having no India Office		
11d	-From Indian Agent of foreign OEM having enlistment with DGS&D (GFR-143)		
12	Is the Quotation offered for an Indian Origin Product? If yes, select the category from followings:		
12a	Directly from Manufacturer		
12b	From Authorized Dealer/ Agent		
13	Is the OEM's Quotation received?		
13a	If the Bid is not directly from the OEM, Name and address of the OEM (both foreign/indigenous cases)		
13b	If the Bid is directly from the OEM/ foreign subsidiary, then Name and address of the Authorized Indian agent. (Optional)		
14	Is the valid Authorization Certificate available with the Bid where applicable? (Yes/No)		
15	Is the Certificate of Enlistment as Indian Agent submitted, where applicable? (Yes/ No) (Optional)		
16	Whether technical literature provided? (Yes/ No) Verify details from their website (www.....).		
17	Undertaking to accept EFT payment		

### C: Commercial Terms& conditions.

Sr .no	Particulars/requirements	Offered/claim by bidder	Documentary evidence (page no)
1	Product Origin		
2	Port of Dispatch		
3	Mode of Shipment (Air/Ship/Rail/Road)		
4	Payment Mode (LC/DD/EFT)		
5	Terms of Payment (Advance/ LC / After Delivery)		
6	Bank Information with IFSC/SWIFT		
7	Period required for Delivery		
8	Warranty Period		
9	After-Sales Service offered		
10	Security Deposit Terms (Accepted / Not accepted )		
11	Performance Security / BG Terms (Accepted / Not accepted )		
12	Liquidated Damages/ Penalty Clause (Accepted / Not accepted )		
13	Local Service Centre Information		

### D: Finance terms & conditions.

Sr .no	Particulars/requirements	Offered/claim by bidder	Documentary evidence (page no)
1	Product Category (IMPORTED/DOMESTIC)		
2	For Imported	For Domestic	
2a	Price Basis Ex-W/FOB/CIF	Price Basis Ex-/FOR/Onsite	
2b	Ex-Works Price	Ex-Works Price	
2c	P&F Charges	P&F Charges	
2d	FOB Charges	---	
2e	FOB Price	-----	
2f	---	Excise Duty	
2g	----	GST	
2h	Freight	Freight	
2i	Insurance Ch.	Insurance Ch.	
2j	CIF Price		
2k	LC Charges		
2l	Installation Chg.	Installation Chg.	
2m	Training Cost	Training Cost	
2n	Cal. Cert. cost	Cal. Cert. cost	
2o	Other Cost	Other Cost	
2p	Customs Duty	--	
3	Currency in which offered	Currency in which offered	

**MODEL 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 the 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.
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the amount (upon receipt of its fist 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 Six months from the last date of submission of tender 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

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING PBG**

To

**The President of 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) (hereinafter 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 further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in anyway 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 of the Bidder	
2	Address of the Bidder	
3	Telephone / Fax No./E-mail	
4	Quotation Number with Date	
5	Quotation Validity (120 days from date of closing)	
6.	Is document for Firm's / Company Registration Information / Trade License submitted? (Yes/ No) [c. 4.3]	
7.	Is EMD, for required amount & duration in proper form is furnished? (FDR or BG or DGS&D/NSIC ) (Yes / No) [cl. 4.5 & Ch-III]	
8.	Are the Copies of successfully executed PO records furnished? (Yes/ No) (Optional) [cl 4.3]	
9.	Is any Client List in India submitted? (Yes/ No) (Optional) [cl 4.3]	
10	Is the Quotation offered for a foreign origin Product? If yes, select the category from followings [cl 2.3]	
	<ul style="list-style-type: none"> <li>- Directly from foreign OEM</li> <li>- Directly from India Subsidiary Office</li> <li>- From Authorized Dealer/ Supplier / Representative in India</li> <li>- From Indian Agent of foreign OEM having enlistment with DGS&amp;D (GFR-152)</li> </ul>	
11.	Is the Quotation offered for an Indian origin Product? If yes, select the category from followings [cl 2.4]	
	<ul style="list-style-type: none"> <li>- Directly from Manufacturer</li> <li>- From Authorized Dealer/ Agent</li> </ul>	
12.	If the Bid is not directly from the OEM, Name and address of the OEM (both foreign/indigenous cases) [cl 4.3]	
13.	If the Bid is directly from the OEM/ foreign subsidiary, then Name and address of the Authorized Indian agent [cl 4.3]	
14.	Is the valid Authorization Certificate available with the Bid where applicable? (Yes/No) [cl 4.3]	
15.	Is the Certificate of Enlistment as Indian Agent submitted, where applicable? (Yes/ No) [cl 4.3]	
16.	Whether technical literature provided? (Yes/ No) [cl 4.3]	
17.	Undertaking to accept EFT payment [cl 4.4]	
15.	Product Origin [cl 15]	
16.	Port of Dispatch [cl 16]	
17.	Payment Mode (LC/TT/ /EFT) [cl 12]	
18.	Terms of Payment (Advance/ LC / After Delivery) [cl 12]	
19.	Bank Information with IFSC/SWIFT	
20.	Period required for Delivery(Tentative delivery within 12 weeks) [cl 14]	
21.	Warranty Period [ cl 33 or Ch-IV ]	

22.	After-Sales Service offered [Cl 31]	
23.	Security Deposit Terms [cl 25]	
24.	Performance Security / BG Terms [cl 26]	
25.	Liquidated Damages/ Penalty Clause [cl 29]	
26.	Name, address & Phone no. of Local Service Centre Information (Optional)	

(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.