



ELECTRONICS REGIONAL TEST LABORATORY (NORTH)

STQC Directorate, Deptt. of Electronics & Information Technology

Ministry of Communications and Information Technology

Government of India

S -BLOCK, OKHLA INDUSTRIAL AREA, PHASE-II

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TENDER DOCUMENT

FOR

SUPPLY AND INSTALLATION OF Split Type Air Conditioners

(For details and specifications, refer to **Chapter -I & II**)

Category	SINGLE-BID TENDER (LIMITED)
Tender No.	13(15)/2013-ERTL(N)-Vol.II
Issue Date	3-Feb-2014 (Monday)
Closing Date & Time for submission	28-Feb-2014(Friday) at 15:00 Hrs
EMD Amount	As mentioned in Chapter-I : Schedule of Requirements with EMD amount
Opening Date & Time	3-March-2014 (Monday) 11:00 Hrs

ADMINISTRATIVE OFFICER-I

Phone :+91-11-26383214

ELECTRONICS REGIONAL TEST LABORATORY (NORTH)
STQC Directorate, Department of Electronics & Information Technology(DeitY),
Ministry of Communications and Information Technology
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S -BLOCK, OKHLA INDUSTRIAL AREA PHASE-II
NEW DELHI-110020, INDIA

TO
ALL INTERESTED BIDDERS

INVITATION OF TENDER

Sealed Tenders are hereby invited by the **Senior Director, ELECTRONICS REGIONAL TEST LABORATORY (NORTH), New Delhi**, for and on behalf of the President of India, from interested and eligible Bidders for the items under the schedule of requirements, specifications and terms and conditions, mentioned in this Tender Document 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 **Sh. M. K. Devrajan, AO-I** (Telephone No. +91-11-26383214/26386238 Email: devrajan@stqc.nic.in/ ertlnorth@stqc.nic.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 (To be filled by bidder)

ADMINISTRATIVE OFFICER-I
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Chapter – I: Schedule of Requirements with EMD amount

Requirements Bids are required for the following item under this Tender.

Tender Ref. No. : **13(15)/2013-ERTL(N)-Vol. II**

Tender Category : **SINGLE-BID TENDER (LIMITED)**

S. No.	Tendered Equipment / Standard /Item Ref. No.	Name of Equipment/ Standard /Item required	Quantity Reqd.	EMD Amount (in INR)	Annexure Reference/ Remarks
1.	13(15)/2013-ERTL(N)-Vol.II	1.5-T Capacity (Cooling), High wall mounted, Split Type Air Conditioners , fitted with Rotary type compressor	10 nos.	5,000/-	

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

CHAPTER – II : SPECIFICATIONS & ALLIED TECHNICAL DETAILS

Technical Specifications of 1.5 T Capacity, High Wall mounted, Split Type Air Conditioners (Qty. – 10 Nos.)

1. Split type Air-conditioner high wall mounted, for single room.
2. Normal **cooling capacity : 1.5- T**
3. Fitted with Rotary type compressor and with 3 star power rating or better.
4. Refrigerant agent : shall be filled with R 22/R 410 refrigerant.
5. Air conditioner shall be fitted with an automatic temperature control(16-30°C) \pm 2°C or better and have a facility for cut in and cut out.
6. With facility for wireless remote control and temperature display.
7. **Warranty : 1 Year** on complete machine and additional 4 years on compressor.
8. The item shall also include Standard Installation kit.
9. Mains Power Requirement 230 VAC \pm 10% , Single Phase, 50_Hz \pm 5%.
10. Quote per meter for additional power wire, copper, insulation pipe & drainage pipe required for installation as well as any other item for these AC`s operation to enhance their useful operational life and safety.
11. Also quote for 1.5-T(**Cooling with Heat Pipe**), single room, high wall mounted, Split type Air-conditioner including parameters mentioned at sr.no. 3 to 10 above.

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.
- (b) “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 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.
- (c) “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.
- (d) “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 preferably 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, and shall submit **List of Clients** in India alongwith copies of successfully executed purchase orders.
- 2.3 **Foreign Origin specific** Bids containing offer for equipment(s) of foreign origin, should come either ;
- a) Directly from the **original foreign manufacturer on their letterhead and duly ink-signed on each page** of the bid except printed technical literature/leaflets; indicating 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 ink signed on each page** of the bid except printed technical literature/leaflets;
- c) From the **authorized dealer / supplier / representative in India**, when the foreign manufacturer is having no direct office in India, provided that in such cases, the quotation should be **duly ink-signed** on each page of the bid except printed technical literature/ leaflets; and on **the letterhead of the original foreign manufacturer** and **dully forwarded by the dealer/ agent/ representative** on it's letterhead. Email/ scan/ 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 and duly ink signed by their authorized person, then these bidders shall have to once again submit the exact replica of bid on the original letterhead of OEM and duly ink signed by their authorized person, to the ERTL(N) for further consideration.*

- 2.4 **Indigenous Origin specific** Bids containing offer for equipment(s) 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 and shall be ink signed** on each page of the bid except printed technical literature/leaflets.
 b) If a dealer wants to Bid directly on behalf of his principals, he should be **enlisted as per GFR requirements**.

- 2.5 **General** Whenever a bidder submits bid on behalf of a foreign manufacturer, it shall 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 VAT/ Service Tax/ Sales Tax/ TIN/ Income Tax 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 OEM or OEM itself can bid but both can not bid simultaneously for required 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.

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, Department of Electronics and Information Technology, MCIT, Govt. of India, New Delhi [www.stqc.gov.in] and also from the Central Public Procurement Portal (CPPP) [<http://eprocure.gov.in/cppp>].
- 3.3 **Authenticity of Bid Document** The Bid Document as published in the above websites shall stand as a reference only.
- 3.4 **Method of submission** Bidders must submit their **Sealed Offers / bid(s)** through **SINGLE BID SYSTEM** as detailed below. **Bids / Documents must be duly ink-signed** on each page of the bid except printed technical literature/leaflets and deposited either **by Post/Courier** or dropped in the **Tender Box** available at **ERTL(N)** and unless physically delivered in either of the aforesaid manners, no submission will be deemed to be a valid bid for this purpose. Superscriptions like **“Quotation for Tender No.: Dated”, “Closing Date:”, “Opening Date:.....”** , **“Supply & Installation of 1.5-T Split Air-conditioner, Qty. – 10 Nos.”**, must be mentioned on the envelopes prominently.
 The sealed bids which are not submitted with proper tender number and due date, shall be liable to be rejected and the Purchaser shall not take any responsibility whatsoever in this regard.
 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.
 Tenders hosted in STQC or CPPP web site are **only for publicity purpose and do not imply or call for an electronic tendering or bidding by any intending Bidder any way.**

4 Contents of the Bid

- 4.1 **General** Sealed Bids shall comprise of the followings:
 i) **Covering Letter in the Firm’s Letterhead** clearly mentioning the Tender Reference & Date, Item **Name and Tender Ref. No., Technical and Commercial Terms** and **Price** along with the Requisite **EMD amount and shall be** addressed to **Senior Director, ERTL(N),OKHLA**

Industrial Area, Phase – II, New Delhi -110020 , duly super-scribed with render Reference particulars.

- 4.2 **Bid** **Bid should contain details of following Documents/ Information/ Confirmation, as mentioned in clause 4.3 & 4.4 of this Tender Document, as applicable, to be submitted on Firm's Letterhead (in a Sealed Envelope) beside all other things, if any :**
- 4.3 **Documents**
- a) **Name, Address and Particulars** of the Bidder;
 - b) **Copy of OEM'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-I)
 - e) **Proof of past supplies to govt. departments** in the form of **copies of Supply Order /PO letters** entered with the Govt. Departments etc., and **a list of clients serviced in INDIA** may be provided along with the value of contracts executed,
 - f) Copy of **Bidder's (Firms/Company) Registration information / Trade License**,
 - g) Copies of VAT/ Service Tax/ Sales Tax/ Income Tax Returns etc.; where applicable,
 - h) Detailed **printed Literature with Technical Specification** of the product(s) offered
- 4.4 **Information / Confirmation**
- a) **Undertaking / Declaration** to accept payments, if selected, **through Electronic Fund Transfer** method along with specific scheduled commercial **Bank Account Information, viz., Bank Name, Branch Address, Account Number, IFS Code (for NEFT/RTGS), MICR Code as well as PAN No.** using the prescribed format.
 - b) **Payment Terms** [Preferred terms will be **FOR** and delivery at Site for domestic supplies - see Clause (12) below]
 - c) **Payment method** - see Clause (12) below
 - d) **Delivery Time required** – see Clause (14) below
 - e) **Country 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** - see Clause (17) below
 - h) **Insurance Coverage** - see Clause (19) below
 - i) **Offer Validity** - see Clause (21) below
 - j) Submission of **Performance Bank Guarantee (PBG)** upon award of contract (see Clause (24) below)
 - k) **Bank Guarantee** - see Clause (25) below
 - l) **Guarantee and Warranty Period** -see Clause (31) below
 - m) **Inspection & Testing, Installation and Commissioning** - see clause (33 & 34) below
 - n) **After Sale Support/ Details of Local Service Centre** –see clause 30 below
 - o) **Operating Manual**
 - p) **Any other specific Commercial Terms & Conditions**

All documents submitted shall be **duly ink 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 **a copy of Tender Document duly signed & stamped in each pages**, to confirm the acceptability of Terms & Conditions of Tender Document.*

- 4.5 **Earnest Money Deposit** **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 enclosed with the **Bid**.

The Bidders (except those registered with the DGS&D/NSIC for that product) must pay the Bid Security (Earnest Money Deposit).

EMD, by a fixed amount, as mentioned in Chapter-I, in Indian Currency only, will be accepted in the form of a/c payee Demand Draft or Banker's cheque or Fixed Deposit Receipt or Bank Guarantee from any Nationalized / Commercial Bank in favour of "PAO, Deity, New Delhi".

The EMD must be valid for Four (4) months from last date of submission of bids, failing which their Bid(s) will not be accepted by the Purchaser.

Note: In case EMD by the bidder is submitted through DD which is having a max. validity of 11 to 12 weeks time period from the last date of submission of bid, the technically & financially eligible L1 bidder shall be asked to once again submit the EMD of same amount with a further validity period of Three (03) months, to ERTL(N and ERTL(N), shall return it's old EMD only after receiving the new EMD, in the valid form.

The Bid Security / Earnest Money Deposit so referred to above should be readily available with the bid document at the time of the opening 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 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, fails to submit 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

Mention the details of the applicable Price break-ups and taxes and duties/levies etc. for all the items/ models/ 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 format given in the **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/ GST/ Service Tax etc with Cess
- h) Packing and Forwarding Charges, if any
- i) Freight & Insurance Charges, if any for indigenous goods
- k) Any other Cost
- l) 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 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. **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** along with **statement of compliance matrix**
 c) **Original Manufacturer's Ink-signed Quotation** (or as applicable)
 d) **Printed Technical Literature of product**
 e) **Original Manufacturer's Authorization 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 /information** for such taxes/duties as claimed
 i) **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 reach the address mentioned below on or Before **15:00 Hours on the Closing Date** as mentioned in this document and in the event of the date being declared as a Closed Holiday for the Purchaser's Office, the due date for closing of the Tender will be the following working day at the prescribed time & shall be dropped in the **Tender Box** kept in **ERTL(N)**.
7. **Opening of Bids** Tenders shall be opened 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 of the Price bids but before placing the PO. Price bid of only technically qualified bidders will be opened. The date of opening of Price Bids shall be intimated to the bidders through STQC website/e- mail.
 Evaluation of the bids will be done on the basis of C ompliance of eligibility requirements of the bidder, tendered technical specifications of the item and commercial/ financial terms & conditions of the tender.
9. **Selection of** Selection of the Bidder will be done in accordance with the prescribed norms and

- the Bidder** 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 STQC and CPP Portals (as applicable) 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 equipments 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 when 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 of Credit** through Bank;
- ii) In exceptional cases, Advance Electronic Fund Transfer / Telegraphic Remittance against prior submission of Bank Guarantee for equal amount either by Principal or authorized Indian Agent from a Nationalized bank in prescribed format for full amount for a validity extended to such period so that the delivery, inspection, acceptance and installation is fully covered,

In case the Bank Guarantee is submitted from a foreign bank; it should be confirmed by an Indian Nationalized Bank. **No Bank Charge(s) outside India shall be borne by the Purchaser.** 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.

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;
- ii) 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 **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 INR payments :

80% of payment against delivery, and **balance 20%** after **satisfactory Installation, Commissioning and Acceptance.**
PERFORMANCE BANK GUARANTEE for 10% will be required prior to delivery

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.
- b) **100% of payment** will be made through **irrevocable letter of credit (LC)** against shipping documents provided **Bank Guaranty of 10%** of Gross value of PO is provided by Indian Representative or as applicable.

Note: *In case payment has been asked through Tele Transfer (TT) mode (max. amount upto USD 10,000 only) by the foreign manufacturer or opening of LC is economically viable neither for ERT(N) nor for foreign manufacturer, then only the payment shall be made through Tele Transfer (TT) mode, provided the bidder shall first submit a BG of an equivalent amount of TT, in Indian currency to STQC HQs. However if the Bidder fails to deliver the goods or fails to install it, in specified time, then only the Bidder or his principal*

		<i>shall be liable to bear the charges towards extension of LC or any other charges/ penalties.</i>
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, WIFT/RTGS/NEFT/IFSC Code(s) of the Bank, Bank Routing No., IBAN No., Bank Sort Code etc. , as applicable.
13	Period of Delivery	The Tentative delivery period shall be 8 to 12 weeks from the date of acceptance/confirmation of Purchase Order by bidder. 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.
14	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.
15	Port of Shipment	The Manufacturer/ Overseas Principal must clearly indicate in the offer the Port of Shipment / Dispatch.
16	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.
17	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.
18	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.
19	Port of Discharge	The Port of Discharge / Ultimate Destination for all imported consignments shall be <u>NEW DELHI, INDIA (or as mentioned in the Chapter-I: Schedule of Requirements, Full address details will be given in Purchase Order)</u> . 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.

20	Validity of Offer	Should be for <u>120 days from the date of closing of tender</u> , which may be extended at the request of the Purchaser.
21	Preference to domestic manufacturers of Electronic Product	Preference shall be given to Domestic Manufacturers for Electronic Products as per Notification No. (78)/2010-1PHW dated 10-02-2012 (as may be amended from time to time), issued by Deity, MCIT, Govt. of India ; for bid evaluation.
22	Confirmation of Order & Submission of PBG & Pro-forma Invoice	Purchase / Work Order, if any, issued by the Purchaser, to the successful bidder shall generally be <u>confirmed by the Bidder/service provider within 4 weeks</u> 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 Pro- forma Invoice for LC opening etc.
23	Performance Bank Guarantee	<p>The successful bidder awarded with the Order shall have to submit, <u>within four weeks of releasing Purchase Order</u>, 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 <u>valid for a minimum of 15/16 months from the date of supply/installation of item or entire Warranty Period, which ever is later</u>. 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 percent of order value.</p> <p>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.</p>
24	Security Deposit/ Bank Guarantee	<p>The selected Bidder will submit a Security Deposit, in addition to the PERFORMANCE BANK GUARANTEE as below, in the following cases:</p> <p>a) For LC cases involving FE payments, if 100% payment is required against shipping documents, SECURITY DEPOSIT for 10% of gross order value will have to be furnished;</p> <p>b) The Deposit is to be made in the same manner and form as for the PERFORMANCE BANK GUARANTEE mentioned above;</p> <p>c) This Security Deposit for 10% or 20%, as the case may be, if received, will be refunded only after satisfactory acceptance and successful Installation/ commissioning of the Equipment;</p> <p>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 said SD or PBG instrument shall have to be extended by the bidder at their own expenses for such time as may be required.</p>

- 25 **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 or Advance Remittance or a Order confirmation 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 provisions like forfeiture of EMD/Security Deposit/Performance Bank Guarantee etc.
- 26 **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.
- 27 **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**.
- 28 **Termination of Contract** The Purchaser reserves the right to indicate crucial date(s) for delivery and/or installation, in it's 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.
- 29 **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 **New Delhi, 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 **New Delhi, 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 shall provide the details of such service points with an undertaking with their Technical Bids.

- 30 **Warranty Period** The Offer should contain specific Guarantee and/or **On-site Warranty clause(s)**. **Minimum 12 (twelve) months** from the **date of commissioning** , should be allowed as Warranty Period.
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.
- 31 **Operation Manual** The Bidder shall have to provide the **Operating Manual (in English Language)** as per requirement.
- 32 **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.
- 33 **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.
- 34 **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, DeitY, MCIT, Govt. of India, New Delhi.**
- 35 **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-V: PRICE SCHEDULE

(To be filled by Bidder)

Estimated Price

Tender Ref. No. : **13(15)/2013-ERTL(N)-Vol.II**
Tendered Equipment / Standard Ref. No. :
Nomenclature of Equipment / Item :
Bidder's Organization Name & address :

S. No.	Items	Qty	Unit Rate [INR]	Total Amount [INR]
1	Main Item with details			
2	Options/ Accs with details			
3	Operating Manual			
4	Taxes with Details			
5	Others with Details (payable or free of cost)			
	TOTAL COST			
	DISCOUNT (if any)			
	NET TOTAL COST			

Total Cost (in words) Rs. _____

- 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.

(Authorized Signatory of bidder)

Date :

Name :

Place :

Seal :

Chapter – VI: Details of Compliance Matrix for Tendered Specification

(To be filled by Bidder)

Tender Ref. No.

: 13(15)/2013-ERTL(N)-Vol.II

Details of Compliance Matrix for Tendered Specification of Stores / Services

Details of the Quoted Equipments (Name/Make/Model etc.): _____

S. No.	Parameters as per Technical Specifications (in same sequence, as given in requirement)	Requirements of Tendered Specifications	Equipment Capability	Compliance to Tendered Specifications (Yes/No)	Reference Page no of the Technical Literature for Equipment Capability for verification

(Authorized Signatory of bidder with Seal)

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 of20.....

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

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) (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

(To be filled by Bidder)

S. No.	Documents/Information/Confirmations for Compliance	Reference Clause No.	Complied (Yes/No)
A.	<u>Eligibility Criteria:</u>		
1.	Document for Firm's Registration Information	2.1	
2.	Copies of Purchase Orders successfully executed in India in last 3 years	2.2	
3.	List of Clients in India	2.2	
4.	For Foreign Origin Manufacturer Bids: -Directly from foreign OEM on their letterhead and duly ink-signed on each page with details of their authorized local agent(s) in India OR -Directly from India Subsidiary Office on their letterhead duly ink signed on each page OR -From Authorized Dealer/ Supplier /Representative in India if the OEM having no India Office, the quotation should be ink-signed on each page of the bid and on the letterhead of the original foreign manufacturer , submitted/forwarded by the dealer/ agent/ representative(s), and accompanied by the valid document of authorization OR -From Indian Agent of foreign OEM having enlistment with DGS&D/NSIC (GFR-143)	2.3	
5.	Indian Origin Manufacturer Bids: -Directly from Manufacturer OR -From Authorized Dealer/ Agent shall submit Bid on manufacturer's letter head and shall be ink signed on each page of the bid	2.4	
B.	<u>Contents of the Bid:</u>		
1.	Applicable Documents/ Primary Documents: as applicable - Original manufacturer's authorization certificate, if applicable, - Central Purchase Organization (e.g. DGS&D/NSIC) enlistment document(s), where required - EMD in due manner for requisite amount - Original Manufacturer's Ink-signed Quotation (or as applicable) - Techno commercial Bid with statement of compliance matrix - Copies of Sales Tax/ VAT/ Service Tax/GST Registration, Professional Licenses, ESI/EPF Registration, PAN Card, Income Tax / Returns - Detailed printed Literature with Technical Specification of the product(s) offered - Undertaking for accepting payment by EFT - Others, as applicable	4.3 & 5	
2.	Applicable Information/Confirmation: as applicable (mentioned in Tender Document)	4.4	
3.	Earnest Money Deposit: in the form of a/c payee Demand Draft or Banker's cheque or Fixed Deposit Receipt or Bank Guarantee from any Nationalized / Commercial Bank in favour of "PAO, Deity, New Delhi" . for required amount, & duration,	4.5	
4.	Price Break-up: as applicable	4.6 & Chapter-V	

S. No.	Documents/Information/Confirmations for Compliance	Reference Clause No.	Complied (Yes/No)
C.	<u>Condition of Contract:</u>		
1.	Price Determination & Payment Terms : As applicable	11 & 12	
2.	Period of Delivery: 8-12 weeks after acceptance/confirmation of Purchase Order by bidder.	14	
3.	Country of Origin	15	
4.	Port of Shipment/Dispatch	16	
5.	Mode of Dispatch (Air/Ship/Rail/Road)	17	
6.	Forwarder/Carrier	18	
7.	Insurance	19	
8.	Port of Discharge	20	
9.	Validity of Offer: 120days from the date of closing tender	21	
10.	Conditions for Performance Bank Guarantee	24	
11.	Conditions for Security Deposit/ Bank Guarantee	25	
12.	Conditions for Penalty / Liquidated Damages	28	
13.	Availability of Spares and Technology support period: After-Sales Service offered for a minimum of 5 to 6 years. Name & address of Local Service Centre Information.	30	
14.	Warranty Period: Minimum 12 months from the <u>date of commissioning</u> on Ac and additional 4 years on compressor	31	
15.	Operating Manual	32 & Chapter-V	
16.	Inspection & Testing	33	
17.	Installation & Commissioning	34	
D.	<u>Others:</u>		
1.	Details of Compliance Matrix for Tendered Specification, dully signed	Chapter- VI	
2.	Make / Model of the equipment and Detailed Printed Technical Literature	Chapter-I & 4.3	
3.	Copy of Tender Document duly signed & stamped in each pages , to confirm the acceptability of Terms & Conditions of Tender Document	4.4	
4.	Envelop should be superscribed and marked with “Quotation for Tender No.: Dated”, “Closing Date:”, “Opening Date:.....” , “Equipment Name and Tendered Equipment/ Standard Ref. No.:” ,	4.1 & Chapter-I	

(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 very much essential requirement for evaluation of the bids submitted by the bidders.