



GOVERNMENT OF INDIA  
Ministry Of Electronics & Information Technology  
STQC Directorate  
ELECTRONICS TEST & DEVELOPMENT CENTRE  
1<sup>st</sup> & 2<sup>nd</sup> Floor, Central Block, Housefed Complex,  
Beltola Basistha Road, Dispur, Guwahati-781006

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## TENDER DOCUMENT

For

|                |                                    |
|----------------|------------------------------------|
| Category       | ADVERTISED TENDER (TWO BID SYSTEM) |
| Item Name      | POWER ANALYZER                     |
| Tender No.     | ETDC(GUW)/1204(1)(11)/014          |
| Issue Date     | 20.09.2019                         |
| EMD Amount *   | Rs.40,000/-                        |
| Closing Date   | 15.10.2019 at 11:00 hrs            |
| Opening Due on | 16.10.2019 at 11:00 hrs            |

- **As per clause 4.5 of Tender Document, EMD in original / or EMD Exemption Valid Document (for the item tendered) must be submitted before closing date/time.**
- **The EMD must be valid for at least 165 days from the date of closing of the tender.**

Admn. Officer Gd-I  
For and On behalf of the President of India

**GOVERNMENT OF INDIA**  
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Beltola Basistha Road, Dispur, Guwahati - 781006

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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/app>] are hereby invited by the Director, **Electronics Test & Development Centre, Guwahati**, for and on behalf of the 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 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 Admn. Officer Gd-I, **Tel no:(0361)2221502, e-mail id : [etdcgw@stqc.gov.in](mailto:etdcgw@stqc.gov.in)** latest by **10.10.2019**.

- 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 the bidder on their letterhead)
  - 6) Chapter – VI : Details of Compliance Matrix for Tendered Specification **(To be filled by the bidder on their letterhead )**
  - 7) Annexure-I : Model Bank Guarantee Format for Furnishing **EMD**
  - 8) Annexure-II : Model Bank Guarantee Format for Furnishing **PBG**
  - 9) Annexure-III : Format of OEMs Tender Specific Authorization Certificate
  - 10) Annexure-IV : **CHECKLIST** for submission of Tender **(To be filled by bidder on their letterhead)**
  - 11) Annexure-V : Model format for Bid covering letter
  - 12) Annexure-VI : Procurement preference for domestically manufactured electronic products (GFR Rule 153)

**Admn. Officer Gd-I**  
**Phone +91:(0361)2221502**

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

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

Tender Ref. No.: ETDC(GUW)/1204(1)(11)/014, dt.20.09.2019

Tender Category: Advertised Tender (Two Bid System)

| Sl. No. | Tendered Equipment / Standard Ref. No./ACTE Ref. No. | Name of Equipment / Standard required | Quantity Required | EMD Amount in INR  | Reference/ Remarks |
|---------|--|---------------------------------------|-------------------|--------------------|--------------------|
| 1       | <b>ACTE XXII 2019-20, SI.No.325</b>                  | <b>POWER ANALYZER</b>                 | <b>01 (One)</b>   | <b>Rs.40,000/-</b> | <b>Chapter-II</b>  |

Note: 1. Director, Electronics Test & Development Centre (ETDC), Guwahati, reserves the right to **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./ **ACTE Ref No:** ACTE XXII 2019-20, SI.No. 325

### **Technical Specification of: Power Analyzer**

| S/N | Parameters          | Criteria & Deviation etc.  |
|-----|---------------------|--|
| 1   | Measurement mode    | Single phase and three phase for various wiring system   |
| 2   | Voltage measurement | 10V to 1000V (min)   |
| 3   | Current measurement | 100mA to 20A   |
| 4   | Power measurement   | 1W to 20kW   |
| 5   | Basic accuracy      | 0.05% or better (Voltage and current)  |
| 6   | Harmonics           | Harmonics in voltage and current   |
| 7   | Display parameter   | Voltage & current in rms, +Ve and –Ve Peaks, Peak – peak, Crest factor, Active power, Reactive power, Apparent power, Power factor, Frequency etc. |
| 8   | Mains voltage       | 240V±10% AC, 50Hz single phase   |
| 9   | Warranty            | 1 year (min)   |
| 10  | Certification       | Calibration certificate issued by NABL or equivalent accredited laboratory in compliance to ISO/IEC17025   |
| 11  | Accessories         | Suitable accessories should be provided  |
| 12  | Manuals             | User manual/ operating manual should be provided   |

## 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 HQs./ any higher establishment;

(d) “Consignee” shall mean this Laboratory or any of its Subordinate Establishment or Project Office in the city of **Guwahati, Assam 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, GST etc. to the appropriate authorities for a period to the satisfaction of the purchaser. A Bidder must have proven ability for supply of the stores/ undertaking the services, as the case may be.

(f) “Stores” or “Services” shall mean the goods/ services listed in the schedule below and any inclusion/ exclusion/ value-addition shall be considered only with respect to the original specifications/requirements.

(g) “Bid” or “Tender” or “Offer” or “Quotation” shall mean 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 be a registered Firm/Organization/person or a body of persons according to the law of the country as per the definition of “**Bidder**” given in **Clause 1(e)**.

#### 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(three) years.
- b) List of Clients in India

#### 2.3 Requirements for Purchase of Foreign Origin Equipment

a) For equipment of foreign origin quotations may be submitted by OEM or its subsidiary Indian offices in FE.

b) Any authorized Indian agent or subsidiary Indian offices of the OEM may submit the quotations in Indian Rupee. The bidder may intimate the Offered Rate Price for Supply without Custom Duty Exemption Certificate (CDEC) or Supply with CDEC. In case the bidder requires CDEC from the laboratory, following conditions need to be satisfied.

\* Intimate the Classification/Customs Tariff Number and rate of Customs Duty on the date of their tender;

\* Intimate the Import/Export Code No. issued by DGFT to them;

\* Confirmation that they will provide or disclose all related documents before issue of such CDEC.

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 in Indian Rupee (INR) only.

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) Authorized Agent/Dealer may submit bid directly on behalf of the principal (OEM) **subject to submission of authorization certificate as per Clause 2.5 Important Note-1**.

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 with the concerned govt. authorities for Sales Tax/ VAT/ 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.** obtained from the respective Government authority.

**IMPORTANT NOTE:**

1. **OEM/Manufacturer's authorization:** If the bidder is an authorized agent of manufacturer or Indian subsidiary office of foreign OEM, the bid must contain "Manufacturer's" authorization certificate and also Manufacturer's confirmation of extending the required warranty for that product as per the format given in **Annexure-III** (in addition to the bidder's confirmation to the required warranty). Manufacturer's authorization must be tender specific basis and NOT general authorization/dealership.

2. **Conflict of Interest among Bidders/Agents:** The Bidder found to have a conflict of interest with other Bidders/Agents shall be disqualified, as per the "Manual for Procurement of Goods, 2017" issued by Government of India, Ministry of Finance, Department Of Expenditure. One agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

- a) The principal manufacturer directly or through one Indian agent on his behalf and
- b) Indian/foreign agent on behalf of only one Principal.

3 **Submission of Bids**

3.1 *Price of the Bid Document* This Tender Document is Free of Cost.

3.2 *Availability of Bid Document* Irrespective of a Single or Limited Tender invitation or Two Bid 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>], Government eMarketplace (GeM) website [gem.gov.in](http://gem.gov.in) and also from the Govt. of India, Central Public Procurement Portal (CPP Portal) [<http://eprocure.gov.in/cppp/>].

3.3 *Authenticity of Bid Document* Tenders hosted in STQC & GeM website 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 BID SYSTEM** as detailed below. Kindly refer the procedures for submission of online bids as by Central Public Procurement Portal (CPP Portal) [[http://eprocure.gov.in/eprocure/ app](http://eprocure.gov.in/eprocure/app)]. **Uploaded Bids/ Documents must be duly ink-signed & Stamped on each page of the bid except printed technical literature/leaflets.**

The E-Mail address of the Purchaser mentioned in this Tender Document is only for general communication purpose and 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 e-mails only. Bidders are requested to follow the CPP Portal on regular basis.

#### 4. Contents of the Bid

- 4.1 *General* Bids, under TWO BID SYSTEM, shall comprise of two numbers of covers for upload of the following:
- i) *Cover No.1:* Containing Covering Letter on the Firm's Letterhead, as per Annexure-V enclosing the Bid, 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. However, Price Schedule as per proforma given in **Chapter-V** with necessary information without price should be included and uploaded under this cover.
- ii) *Cover No.2:* It should contain duly ink signed and stamped on each page the Price/Financial Bid as per the proforma given in **Chapter-V** of the Tender document and uploaded accordingly. **Price/Financial Bid will be opened only if the Bidder qualifies in the Techno-commercial Bid evaluation.**
- 4.2 *Techno-Commercial Bid* Techno-commercial Bid (for all Technical and Commercial terms including price Schedule without price information) must be submitted by the firm, together with the Specifications & Descriptive Literature etc., in Cover No.1 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) **OEM/Manufacturer's authorization:** The bid must contain "Manufacturer's" authorization certificate and also Manufacturer's confirmation of extending the required warranty for that product as per the format given in Annexure-III (in addition to the bidder's confirmation to the required warranty). Manufacturer's authorization must be tender specific basis and NOT general authorization/dealership.
  - c) **Earnest Money Deposit in due manner for requisite amount. OR EMD Exemption Valid Document** (Refer Clause 4.5 & Chapter-I)
  - d) Duly filled price schedule (as per **Chapter-V**) with name(s) of main item/ equipment & options/accessories being offered.
  - e) Copies of Supply Order /PO letters entered with the Govt. Departments etc., as proof of supplies along with a list of customers in INDIA may be provided.
  - f) Copy of Bidder's (Firms/Company) Registration Certificate / Trade License,
  - g) Copies of Sales Tax/ VAT/ GST/ PAN Card & Income Tax Returns; where applicable,
  - h) Detailed printed Literature with Technical Specification of the product(s) offered; mere Statement of Compliance with published tender specification will not be sufficient.
  - i) Bidder must submit a **Compliance Declaration** towards meeting the requirements of "**The Environment Protection Act, 1986**" on their letterhead.

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.
- 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 ink signed & stamped on every pages 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 No.1.**

- a) **Bids without Earnest Money Deposit** will not be entertained, until & unless a valid and acceptable reason with evidence, for not enclosing the EMD is submitted with the bid document. EMD is to be submitted by every bidder except those who are registered for that particular equipment, either with **DGS&D** or **NSIC** or **Registered as MSE** (Micro & Small Enterprise) with any agency mentioned in the Notification of the Ministry of Micro, Small & Medium Enterprises (Ministry of MSME) like District Industries Centre, NSIC or any other body specified by Ministry of MSME or **Udyog Aadhar Memorandum Registration**, provided a **current proof of registration, with validity period**, has been enclosed along with their Techno-Commercial bid.
- b) **The EMD (as per Annexure-I) should either be 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.** EMD through cash or cheque is not acceptable.
- c) The Earnest Money of all unsuccessful bidder (except technically eligible L1 & L2 bidder) shall be returned to them without any interest, after the expiry of the final tender validity period but not later than 30 days after issue of P.O. and its acceptance by successful L1 bidder as per GFR norms. After this, the EMD of L2 bidder shall be returned at an early date and EMD amount of successful L1 bidder shall be returned only after receipt of PBG from it. No interest will be payable to the supplier by the Purchaser on the EMD.

- d) **Earnest Money Deposit** is liable to be forfeited and bid is liable to be rejected if:
- The bidder withdraws or amends, impairs or derogates from the submitted bid in any respect within the validity period of bid, or within the period of validity of the Purchase/ Work Order, if placed in due conformity of the said tender.
  - If the bidder fails to furnish the acceptance of PO in writing within Three (3) weeks from the placement of the purchase order.
  - If the successful bidder fails to furnish the Performance Bank Guarantee (PBG) as per **Annexure-II** within four weeks' time from the placement of the PO.

**EMD in original / or EMD Exemption Valid Document (for the item tendered) must be submitted before closing date & time at ETDC, Guwahati, along with covering letter (As per Annexure-V). Envelope must be marked with following details: 1) "Tender Ref. No.", 2) "Item Name", 3) "NOT TO BE OPENED BEFORE (Due Date: dd/mm/yyyy & Time of Tender Opening)" and covering letter shall be addressed to "The Director, Electronics Test & Development Centre, STQC Directorate, Ministry of Electronics & Information Technology, 1<sup>st</sup> & 2<sup>nd</sup> Floor, Central Block, HOUSEFED Complex, Beltola Basistha Road, Dispur, Guwahati-781006".**

**The Bid Security / Earnest Money Deposit / or EMD Exemption valid document** so referred to above should be readily available at the time of opening of the Tenders on the stipulated date and time. 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.

#### **4.6 Price Break-up**

**PRICE BID** should be submitted duly in the firm's letterhead in Cover No.2, 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/ GST etc
- 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 three 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.

**No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.**

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:
- EMD for specified amount in required manner,
  - Techno commercial Bid along with statement of compliance matrix (**Chapter-VI**) and Price/Financial Bid as per the **Clause 4** of Tender document.
  - Original Manufacturer's ink-signed Quotation (or as applicable)
  - Printed Technical Literature of product
  - Original Manufacturer's Authorization Certificate (as per Annexure-III), where applicable,
  - Undertaking for accepting payment by EFT
  - All Statutory documents Tax Registration Information for such taxes/duties as are claimed
  - Proprietary article certificate, if applicable
  - Other documents, if applicable; need also be submitted beside the above (as per **Clause 2, 4.3, 4.4, 4.5 & 4.6** positively)
  - Bidder must submit a **Compliance Declaration** towards meeting the requirements of "**The Environment Protection Act, 1986**" on their letterhead.
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/ or Opening 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.**
- If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered**
- The Purchaser shall have full right to seek clarifications from the participating Bidders at any stage after the opening the bids but before placing the PO.**
- Price bid of only technically qualified bidders will be opened. Any communication in this regard will be published through CPP Portal and STQC website.**
- Evaluation of the bids will be done on the basis of compliance of requirements as per **Chapter I to VI** as below:
- Compliance with eligibility requirements of the tender document;
  - Compliance with the tendered technical specifications of the item;
  - Compliance with commercial including financial and other terms & conditions of the tender;
  - 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 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.

**11.6 Applying duty/tax exemptions for End User** The Bidder must indicate the applicable rate of Central/ State Excise Duty / GST/ 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.

**11.7 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.

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

The purchaser shall have full right/ title/ ownership of any Articles/ Goods as are delivered or in transit after shipment or paid for in advance or booked through a confirmed LC or if any tax/custom duty exemption certificate (CDEC) is issued, under orders of the said purchaser. In such cases, without the written consent of the purchaser, the articles/goods shall not be exchanged, altered, modified, returned or redirected by the Bidder / agent. In such cases, the bidder shall be required to obtain formal written consent of the Purchaser for taking any such action even when delivery to the purchaser has not been made.

**12. Payment Terms**

**12.1 Payment to Foreign Manufactures/ Suppliers**

In case, the Purchase order's value is in foreign currency; An irrevocable & confirmed LC will be opened, in favour of the foreign manufacturer, for 100% payment in desired foreign currency, for a time period depending upon delivery schedule agreed by supplier from the date of acceptance of P.O. and with a maximum a credit period of 30 days from the date of actual shipment of consignment. The Letter of Credit will be opened through Bank and the bank charges outside India, if any, will be borne by the manufacturer. However, payment shall be released as specified below:

- a) 90% payment of the cost of equipment / items being procured will be made against proof of dispatch of consignment / shipping documents by the supplier. However, 100% of LC amount can also be released provided its Indian agent submits an additional BG, in above mentioned forms, for the balance 10% amount of LC. This additional BG @10% of LC amount shall only be return to its Indian agent after successful installation & commissioning of equipment / goods.
- b) For complex type system/ equipment/ turnkey projects, described above, initially only 80% of payment of the cost of system/ equipment, being procured, shall be made against proof of dispatch of consignment / shipping documents by the supplier. This balance 20% of amount shall only be paid to the supplier after successful installation & commissioning of system/ equipment.
- c) In case, the Indian agent does not submit the PBG for balance 10% amount, the original remaining 10% payment will only be made after successful installation & commissioning of equipment by the supplier within in stipulated time and after receipt of satisfactory Installation report from concerned Officer In-charge from that Lab/ Centre to STQC HQs.
- d) However, if the supplier fails to deliver the goods or fails to install it, in specified time, then only the supplier or his principal shall be liable to bear the charges towards extension of LC or any other charges/ penalties.

**12.2 Payment to Domestic Manufacturers/ Suppliers**

Where the terms of delivery are FOR dispatching station, the payment terms, depending on the value and nature of the goods, mode of transportation, and so on, may be 60 to 90 (sixty to ninety) per cent on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee. Where the terms of delivery is FOR destination/delivery at site, the usual payment term is 100 (hundred) percent on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier. Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally:

- i) For a contract with terms of delivery as FOR dispatching station -- 60 (sixty) per cent on proof of dispatch along with other specified documents, 30 (thirty) per cent on receipt of the goods at site by the consignee and balance 10 (ten) per cent on successful installation and commissioning and acceptance by the consignee; and
- ii) For a contract with terms of delivery as FOR destination/delivery at site -- 90 (ninety) per cent on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier and balance 10 (ten) per cent on successful installation and commissioning and acceptance by the consignee.

While making any advance payment (Refer GFR Rule-172), adequate safeguards in the form of a bank guarantee, and so on, should be obtained from the firm.

Payment to supplier should be made through Electronic Clearance System (ECS), Real-Time Gross Settlement Systems (RTGS) National Electronic Funds Transfer (NEFT) or Electronic Payment Gateways.

**12.3 Payment Procedure In Gem:**

The payment procedure in GeM is governed by O.M. No. F.26/4/2016-PPD dated 26th May, 2016 issued by D/o. Expenditure, M/o. Finance, New Delhi. The salient feature of this O.M. is that it is obligatory to make payments without any delay for purchases made on GeM. The consignee is required to issue an online digitally signed consignee receipt and acceptance certificate after receipt of goods within ten days. Thereafter, the payments are to be released maximum within ten days. The timelines after Consignee Receipt and Acceptance Certificate (**CRAC**) issued online and digitally signed by consignee will be two (**2**) working days for Buyer, one (**1**) working day for concerned DDO and two (**2**) working days for concerned PAO for triggering payment through PFMS/Government Financial System/Banks for crediting to the supplier's account. Any matter needing a resolution will be escalated to the next higher level in each agency (**Buyer, DDO and PAO**) where the matter should be resolved within **24** (Twenty-Four) hours in the entire process, payments should not exceed **ten days** including holidays. While making payments in GeM, due recoveries may be made on account of Late Delivery etc. as may be provided/calculated on GeM apart from TDS / other recoveries etc.

**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 it's 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** after confirmation/ acceptance of Purchase Order by successful bidder and wherever needed, can be modified on submission of valid reason(s) by the supplier.  
  
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 KOLKATA, INDIA (or if 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 at least **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** Ministry of Electronics and Information Technology (MeitY) had notified a policy (subsequently revised) for Preferential Market Access (PMA) in Government procurement for Domestically Manufactured Electronic Products (DMEP), having a specified minimum domestic Value Addition (VA) for notified items of Electronics and Networking. Subsequently eligible products have been notified and guidelines have been issued for implementation of the policy. The Department of Telecommunications (DoT) has also notified 23 (twenty-three) Telecom Products. Latest details of policy and notifications ( 33(3)/2017-IPHW dt. 5<sup>th</sup> Feb. 2018)) may be referred to on MeitY website. The procurement preference for Domestically Manufactured Electronics Products (DMEP) will be given to all notified electronic products manufactured by entities registered in India, including in Special Economic Zones (SEZs), and engaged in manufacture of such electronic products which would include Original Equipment Manufacturers (OEMs) and their contract manufacturers but not traders. Sole selling agents/authorised distributors/authorised dealers/authorised supply houses of domestic manufacturers are eligible to bid on behalf of domestic manufacturers provided they submit requisite authorization and Self-certification from the OEM. Additionally, such products shall meet the criterion of specified domestic value addition (on a self-certification basis) as laid down in the policies, issued vide various notifications, for being classified as DMEP. The template of provisions to be included in the tender documents has been issued by the MeitY, which has to be included in the Standard Bidding Documents (SBDs) (**Annexure-VI**). The products notified for preference provision to domestic manufacturers are:  
Desktop PCs ii) Dot matrix printers iii) Tablet PCs iv) Laptop PCs v) Contact smart cards vi) Contactless smart cards vii) LED products viii) Biometric access control/authentication devices ix) Biometric finger print sensors x) Biometric iris sensors

For notified electronic products, the DMEP bidder quoting a price within the band of L1 + 20 (twenty) per cent in a situation where the L1 price is not from a DMEP, is eligible for being awarded, the specified percentage (by value as notified for the product- minimum 30 (thirty) per cent) of the total tendered value, if he agrees to match the L1 price. In case the first eligible DMEP bidder fails to match the L1 bid, the DMEP bidder with the next higher bid will be invited to match the L1 bid and so on. However, the Procuring Entity may choose to divide the order amongst more than one successful bidder as long as all such bidders match the L1 bid and if the criteria for allocating the tender quantity amongst a number of successful bidders are clearly articulated in the tender document. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding the L1 bid will secure the order for the full procurement value. Examples of various scenarios of procurements are given in Annexure 28 of 'manual of procurement' issued by MoF.

**23 Domestic Manufactured Products** In buying of the Item(s) of products/services under this Tender, provisions of GOI, MCIT, DEIT Notification No. 8(78)/2010-1PHW dated 10-02-2012, as amended vide GOI, MEITY OM No. 33(1)/2017-IPHW (Pt.) dated 17/07/2018 read with GOI, Ministry of Commerce & Industry, DIPP Order No. P-45021/2/2017-PP (BE-II) dated 28/05/2018 in regard to preference to indigenously manufactured item(s), as may be modified from time to time shall apply.

**The Margin of Purchase Preference shall be 20%. Minimum Local Content in the total item value to be ensured by a local supplier for being eligible for above preference shall be 50%, unless otherwise mentioned.**

**This Purchase Preference norms shall apply for all Local Suppliers, wherever the Item price exceeds Rupees five Lakh.** Further, for items as are specifically notified as reserved for local competition up to Rupees fifty lakh by the Govt. of India, bids from only local suppliers will be considered eligible.

For availing of the above-mentioned purchase preference, **Local Indian Suppliers in their bids, must provide a self-certificate that their offered item contains at least 50% LOCAL CONTENT and give details of location(s) where such local value addition(s) are made.**

“**Local Supplier**” for this purpose means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the above-referred order or by the competent Ministries/ Departments in pursuance of above-referred Order”.

“**Local Content**” for this purpose, means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**24 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 confirmed by the Bidder/Service provider within 3 (Three) weeks from the date of issue of the Order. The Confirmation must be accompanied by the requisite Performance Bank Guarantee and/or Security Deposit (as per Annexure-II), in the due manner and Pro-forma Invoice for LC opening etc. within 4 (four) weeks time from the date of issue of the purchase order.

**25 Performance Bank Guarantee**

- a) The successful bidder or their local Indian authorized agent or distributor or representative shall submit a Performance Bank Guarantee @ 10% of the total cost of equipment/ goods along with order acceptance i.e. by sending a signed and stamped copy of the P.O., within 4 weeks' time of the placement of Purchase Order.
- b) The performance security shall either be in the form of Bank Guarantee or Fixed Deposit Receipt from any Nationalized / Commercial Bank in favour of “**PAO, MeitY, New Delhi**”. Performance security through cash/ DD/ cheque/Banker cheque is not acceptable. **PBG shall be verified from the concerned bank before opening of LC**
- c) **The Performance security must be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.**
- d) Performance security in case of supplier from Government (Centre, State)/Public sector/Government Autonomous bodies may be exempted.

- e) In case of foreign bidder, the Performance security submitted by bidder's Indian office/ representative/ distributor will be acceptable. Also if the PBG is being submitted by the supplier through a foreign bank, then its acceptance/ authorization charges by a nationalized bank in India will be borne by supplier/ principal only.

**NOTE:**

- In case supplier fails to deliver the items within stipulated period or fails to provide satisfactory after sales service within the warranty period, the Performance security submitted by the bidder, is liable to be forfeited.
- It may be noted that all original Performance security (in their valid forms) shall be retained by concerned labs/ coordinating labs only for desired period.

**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 FE 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;
- 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 said 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 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.

**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) for Delayed Goods**

- a) In the event of delay in supply of goods beyond the agreed date, **Lab/ Centre** reserves the right - To, levy a penalty as "Liquidated Damages" from the supplier, **@ of 0.5%** of order value per week of delay beyond the scheduled deliveries / execution of the order successfully, for first **10 weeks**.
- b) In case the delay is for more than 10 weeks, **Lab/ Centre** 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.**
- c) **STQC labs/ centre** 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.
- d) In the case of Force Majeure, the supplier shall promptly notify the concerned STQC lab/ centre **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 concerned lab/ centre or coordinating lab against a **written request** received from supplier.
- e) Lab/ Centre also reserves the right:
  - To cancel the order in case the delay is for more than 10 weeks.
  - To recover the cost of delayed items (in addition to above penalty), not supplied by the supplier in time and which are part of P.O. and being purchased from elsewhere without any notice to the supplier, in order to complete the installation of the equipment in agreed time period.

**30 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.

**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 **Guwahati**, 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 **Guwahati** 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.

- 32 **Warranty Period**
- a) All the items mentioned in the schedule of requirements, shall preferably carry an on-site **warranty of minimum One year from the date of satisfactory installation & commissioning**. 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. However, the respective lab / centre shall have the option to get quote per year for Three years extended warranty period for future reference. However, for replacement of whole defective equipment/ supply, reference shall be made to **Clause No.35** under purchaser's right of rejection.
  - b) The installation and warranty services are required at various places in India. **The bidder must provide a detailed plan/ arrangement, for the same on site**. The bidders shall have their own branch office or service centre in that city/ state. However, if the bidder plans to provide the service through a local dealer or service provider at these sites, an undertaking to this effect should be submitted along with the Techno-Commercial bid with details like their name, address, telephone/ fax/ email etc., of contact person, before the placement of P.O. (if applicable).
  - c) The Performance security will be released only after the completion of standard warranty period and upon the submission of a satisfactory performance certificate issued by respective lab for that period.
- 33 **Operation/ Service Manuals and Calibration Certificate**
- The Bidder shall have to provide the **hard/soft copies** of Operating / Service Manual and **hard copy** of 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 their 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.
- 36 **Purchaser's Right of Rejection**
- a) **ETDC, Guwahati** has the right to reject the goods on receipt at site during final installation and commissioning though the goods may have already been inspected & cleared at pre-dispatch stage by it, provided these rejections are strictly under contractual terms and conditions and no new condition shall be adopted.
  - b) Goods accepted by **ETDC, Guwahati** at initial inspection and in final installation in terms of the PO, shall no way dilute the purchaser's right to reject the same later, if the item found deficient in terms of the warranty clause of the PO.
  - c) In case, the supplier fails to install & commission equipment/ item or that equipment/ item itself fails to perform as per equipment tender specifications, then the purchaser has the right to cancel the PO with the approval of the competent authority. Then **ETDC, Guwahati** has the right to recover the entire amount incurred on the purchase of that equipment from that supplier/ manufacturer.
- 37 **Arbitration of Disputes**
- In case of any disputes or disagreements of any kind arising out of supply, commissioning, acceptance, warranty, maintenance etc., unless resolved amicably, its resolution shall be done by an arbitrator nominated by sanctioning authority and shall be acceptable to all parties concerned.

- 38 **Jurisdiction of Disputes** All legal matters, disputes or differences shall be referred by either party (**ETDC, Guwahati** or the Supplier) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute. The same shall be settled by a Court of Law having jurisdiction over that particular Lab/ Centre location. The P.O. and its terms & conditions shall be interpreted in accordance with the laws of the Union of India.
- 39 **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 **Guwahati, Assam, India.**

## Chapter-V: PRICE SCHEDULE

(To be filled by Bidder on their Letterhead) (to be uploaded in Cover)

### Estimated Price

Tender Ref. No. :  
 Tendered Equipment / Standard Ref. No. :  
 Nomenclature of Equipment / Item :  
 Bidder's Organization Name & address :

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

**Total Cost (in words) INR:** \_\_\_\_\_

- 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).

Date :  
Place :

Name :  
Seal :

(Authorized Signatory of bidder)



**Chapter – VI: Details of Compliance Matrix for Tendered Specification**  
 (To be filled by Bidder on their Letterhead) (to be uploaded in Cover)

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 |
|--------|--|---|----------------------|--|---|
|        |  |   |                      |  |   |

Note: Please enclose **Published Technical Literature** of the quoted item.

(Authorized Signatory of bidder with Seal)

**Annexure-I**

**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 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.
  - b) 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

**Annexure-II**

**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

### Annexure-III

(Format for Manufacturer's (OEM) Tender Specific Authorization Certificate and also Manufacturer's confirmation of extending the required warranty for the products quoted on their letterhead)  
(to be uploaded in Cover)

#### Manufacturer's Authorization Certificate

Ref.No.:

Date:

To  
The Director  
Electronics Test & Development Centre  
Ministry of Electronics & Information Technology  
1<sup>st</sup> & 2<sup>nd</sup> Floor, Central Block, Housefed Complex,  
Beltola Basistha Road, Dispur, Guwahati-781006

**Sub: Letter of authorization for submission of bids against Tender No..... dt..... for (Equipment name)**

Dear Sir,

We, M/S.....(**Manufacturer/OEM with country**), who are original manufacturers of .....(**equipment name, make, model**), having factories at ..... (**OEMs address**), do hereby authorize M/S ..... (**Agent/Partners name & address**) to submit bid, negotiate, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/S.....(**Manufacturer/OEM**), within the scope of requirement as per the tender mentioned above through its authorized Agent/Partner, M/S ..... (**supplier name**) shall **provide support & product warranty services** for a minimum period of one year from the date of installation.

We also take responsibility to continue with after sales support & services and extending the required warranty for the product supplied even in case of closure/shutdown/exit of the said authorised Agent/Partner.

We authorize M/S ..... (**supplier name**) to submit the Earnest Money Deposit (EMD), Security Deposit and Performance Bank Guarantee in equivalent INR currency on our behalf.

The undersigned is authorized to issue such authorization on behalf of M/S.....(**Manufacturer/OEM**).

This certificate of authorization shall remain valid till (**date in dd/mm/yyyy**)

(**Signature of authorized personnel with stamp**)

#### IMPORTANT NOTE:

1. **Authorization certificate in the above format must be issued by the manufacturer (OEM) signed & stamped by the authorized personnel on their official letterhead only with date of issue and validity of the certificate addressed clearly.**
2. **Authorization issued by the OEM's subsidiary office or agent or partner would NOT be considered as the valid document of Authorization Certificate.**

**Annexure-IV**  
**CHECK-LIST FOR SUBMISSION OF TENDERS**

(To be filled by Bidder on their letter head) (to be uploaded in Cover)

| 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 last 3 years & List of Clients in India   | 2.2                   |                   |
| 3.     | For Foreign Origin Manufacturer Bids: must be duly ink-signed & Stamped<br>-Directly from foreign OEM with details of their authorized local agent(s) in India, <b>OR</b><br>-Directly from India Subsidiary Office, <b>OR</b><br>-Authorized Dealer/Supplier/Representative in India, the quotation should on the letterhead of the foreign OEM, along with valid document of authorization, <b>OR</b><br>-Authorized Agent/Dealer may submit bid directly on behalf of the principal (OEM) <b>subject to submission of authorization certificate</b> as per <b>Clause 2.5 Important Note-1</b> . | 2.3<br><br>2.4<br>2.4 |                   |
| 4.     | Indian Origin Manufacturer Bids: must be duly ink-signed & Stamped<br>-Directly from Manufacturer, <b>OR</b><br>-Authorized Dealer/ Agent shall submit Bid on manufacturer's letter head along with valid document of authorization  | 2.4                   |                   |
| B.     | <u>Contents of the Bid:</u><br><b>Bids/Documents must be duly ink-signed &amp; Stamped on each page of the bid except printed technical literature/leaflets.</b>   |                       |                   |
| 1.     | <b>printed technical literature/leaflets.</b>  | 3.4, 4.4              |                   |
| 2.     | Applicable Documents/ Primary Documents: as if applicable<br>- Original manufacturer's authorization certificate, (Issued by OEM only on their letterhead)<br>- Techno commercial Bid with statement of compliance matrix<br>-Copies of Sales Tax/ VAT/ GST Registration, Professional Licenses , ESI/EPF Registration, PAN Card, Income Tax Returns etc.<br>-Detailed printed Literature with Technical Specification of the item<br>- Undertaking for accepting payment by EFT<br>- Others, as applicable  | 4.3, 5 & Ch-VI        |                   |
| 3.     | Applicable Information/Confirmation: as applicable (mentioned in Tender Document)  | 4.4                   |                   |
| 4.     | <u>Earnest Money Deposit</u> in due manner for requisite amount. <b>OR</b> <u>EMD Exemption Valid Document</u>   | 4.5                   |                   |
| 5.     | Price Break-up: as applicable  | 4.6 & Ch-V            |                   |
| 6.     | Compliance Declaration towards meeting the requirements of "The Environment Protection Act, 1986" on their letterhead.   | 5                     |                   |
| C.     | <u>Condition of Contract:</u>  |                       |                   |
| 1.     | Price Determination & Payment Terms : As applicable  | 11 & 12               |                   |
| 2.     | Period of Delivery : Tentatively 8 to 12 weeks   | 14                    |                   |
| 3.     | Country of Origin , Port of Shipment/Dispatch & Port of Discharge  | 15, 16 & 20           |                   |
| 4.     | Mode of Dispatch (Air/Ship/Rail/Road) & Details of Forwarder/Carrier   | 17 & 18               |                   |
| 5.     | Insurance  | 19                    |                   |
| 6.     | Validity of Offer: 120 days from the date of closing of the tender   | 21                    |                   |
| 7.     | Acceptance for Performance Bank Guarantee, Security Deposit/ Bank Guarantee & Penalty/ Liquidated Damages  | 24, 25 & 28           |                   |
| 8.     | Availability of Spares and Technology support period: After-Sales Service offered for a minimum of 5-6 yrs with detail of Local Service Centre .   | 30                    |                   |
| 9.     | Acceptance of Warranty Period  | 31                    |                   |
| 10.    | Operation/ Service Manuals (Hard Copies) and valid Calibration Certificate (with data) from accredited body as per ISO/IEC 17025,  | 32 & Chapter-V        |                   |
| 11.    | Inspection / Testing and Installation & Commissioning  | 33 & 34               |                   |
| 12.    | An undertaking on your letter head duly signed & stamped to confirm the acceptability of all Terms & Conditions of Tender Document   | 4.4                   |                   |

(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.

**Annexure-V**  
**(Model Format for Bid Covering letter)**

**(To be submitted by Bidder on their Letter Head)**

**Ref. No. (Bidders Ref.)**

**Date:**

To  
The Director  
Electronics Test & Development Centre  
Ministry of Electronics & Information Technology  
1<sup>st</sup> & 2<sup>nd</sup> Floor, Central Block,  
HOUSEFED Complex, Beltola Basistha Road  
Dispur, Guwahati-781006

Sub:

Ref : Tender Ref. No.:

Date :

Closing on:

Item:

Content of letter

(Signature of authorised personnel)  
with Date & Stamp

## **Annexure-VI**

Ministry of Communications and Information Technology Department of Electronics and Information Technology  
Template for inclusion of the policy provision regarding preference to domestically manufactured electronic products  
in Government procurement in the procurement tenders by Ministries/Departments

1) Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 read with Notification No. ----- dated --- (refer Annexure) and Guidelines issued thereunder through Notification No. --- dated ---. A copy of the aforesaid Notifications/Guidelines can be downloaded from DeitY website i.e. URL [www.deity.gov.in/esdm](http://www.deity.gov.in/esdm). Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender documents.

2) The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:

a) The electronic products for which preference will be provided to domestic manufacturers shall be ..... b) The quantity of procurement for which preference will be provided to domestic manufactures shall be X% of the total tendered quantity. c) Percentage of domestic value addition which qualifies the electronic product i.e..... to be classified as domestically manufactured shall be Y% for the year 20\_ \_- \_-\_. d) The preference to DMEP shall be subject to meeting technical specifications and matching L1 price.

3) Domestic manufacturers are required to indicate the domestic value addition in terms of BoM for the quoted product, in terms of aforesaid guidelines, in their bid in the following format:

Format for Domestic Value Addition in terms of Guidelines issued for procurement of notified electronic products by Government

Item No. Item Description Manufacturer/ Supplier Country of Origin Value Domestic Value Addition in Percentage

- 1.
- 2.

4) Bidders, claiming to bid in the status of domestic manufacturer, are required to give an undertaking in the format as given as Form 1 of the guidelines No. ----- Dated-----. Furnishing of false information on this account shall attract penal provisions as per Guidelines/ Notification.

5) Procedure for award of contacts involving procurement from domestic manufacturers:

“For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid is of a domestic manufacturer, the said bidder will be awarded full value of the order. If L1 bid is not from a domestic manufacturer, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage of the total value of the order for the eligible domestic manufacturer. Thereafter, the lowest bidder among the domestic manufacturers, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the domestic manufacturer. In case first eligible bidder (i.e. domestic manufacturer) fails to match L1 bid, the bidder (i.e. domestic manufacturer) with next higher bid will be invited to match L1 bid and so on. However, the procuring agency may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value”. Only those domestic manufacturers whose bids are within 20% of the L1bid would be allowed an opportunity to match L1 bid.

6) The attention of the procuring agencies is drawn to the following clause in the Guidelines:

“5.4 The tender conditions would ensure that domestically manufactured electronic products are encouraged and are not subjected to restrictive product specifications or mandatory requirement of prior experience. The procuring agency may also rationally identify and evaluate predatory pricing by any bidder. However procuring Department or Agency may incorporate such stipulations as may be considered necessary to satisfy themselves of the security, production capability and product quality of the domestic manufacturer.”

7) In case of turnkey/ system-integration projects, eligibility of a bidder as a domestic manufacturer would be determined on the domestic value addition calculated only for the value of notified DMEPs i.e .....forming part of the turnkey/system-integration project and not on the value of whole project.