



Government of India
Ministry of Communications and Information Technology
Deptt. of Electronics & Info. Technology , STQC Directorate
ELECTRONICS REGIONAL TEST LABORATORY (EAST)
Block-DN, Sector-V, Salt Lake, Kolkata – 700 091
WEST BENGAL, INDIA

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TENDER DOCUMENT

FOR

Category	OPEN ADVERTISED TENDER (SINGLE-BID)
Item Name	Annual Maintenance Contract for Gardens
Tender No.	ERTL(E)/PUR/66/52-2013/Vol-I/OT-214/2013-14
Tender Issue Date	14-MAR-2014
Seek Clarification End Date	AT 11:00 HRS. ON 03-APR-2014
Closing Date	AT 17:00 HRS. ON 11-APR-2014
BID Opening Date	AT 11:00 HRS. ON 16-APR-2014
EMD Amount	Rs.5200/=

[This Page is an integral part of the Tender Document and contains critical information]

Deputy Director
For and On behalf of the President of India

Government of India
Ministry of Communications and Information Technology
Deptt. of Electronics & Info. Technology, STQC Directorate
ELECTRONICS REGIONAL TEST LABORATORY (EAST)
Block-DN, Sector-V, Salt Lake, Kolkata – 700 091
WEST BENGAL, INDIA

**TO
ALL INTERESTED BIDDERS**

INVITATION OF TENDER

Sealed Tenders are hereby invited by the **Director, ELECTRONICS REGIONAL TEST LABORATORY (EAST), Kolkata**, for and on behalf of the President of India, from interested and eligible Bidders for the Items under the terms and conditions and as per 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 Sh. G. Biswas, Deputy Director (Telephone No. 91-033-2367-3420 / Email: gbiswas@stqc.nic.in), latest by the Pre-Bid Meeting Date / Seek Clarification Date notified hereinabove.

Chapter – I : Instructions to Bidders

1 Definitions

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

(a) “Purchaser” shall mean this Laboratory or any of its Subordinate Establishment or Project Office or the HQrs. Of STQC Directorate and/or a sister laboratory/Centre under the STQC Directorate;

(b) “Importer” shall mean this Laboratory or any of its Subordinate Establishment or Project Office, or the HQrs. Of STQC Directorate and/or a sister laboratory/Centre under the STQC Directorate when the articles/ services are to be procured from overseas agencies, whether directly or through a duly authorized and registered Indian Agent;

(c) “End User” shall mean this Laboratory or any of its Subordinate Establishment or Project Office or any of its sister Laboratories/ Centres or its HQrs./ any higher establishment;

(d) “Consignee” shall mean this Laboratory or any of its Subordinate Establishment or Project Office or HQrs. Of STQC Directorate and/or a sister laboratory/Centre under the STQC Directorate in the city of Kolkata, India.

(e) “Bidder” shall mean a person or a body of persons, duly registered (with up-to-date validation, whenever renewal is required) with the appropriate authorities, wherever such registration is required for pursuing the profession/ vocation/ trade/ commerce/ manufacturing etc., and having good track records of paying various Sales/Service/Value Added Taxes/ Excise/ Customs Duties etc. to the appropriate authorities for 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 not be an individual but must be registered according to the law of the country.

2.2 Credentials

Bidders may preferably have proven track record in supplying the specified item(s) either as Manufacturer or Authorized Representative/ Agent/ Dealer in India, on behalf of an Indigenous or Foreign Manufacturer/ Principal, and shall submit

- a) Copies of Purchase Orders successfully executed, and,
- b) List of Clients in India

- a) For Repair cases, as may be required in the Scope of Work below, the Bidder should be either the Manufacturer of the system or an authorized Service Centre/Provider of the Manufacturer, having a base office in India. In cases where the Manufacturer does not have any service facility in India, the Manufacturer itself may also participate. Moreover, when a specific or generally applicable qualification requirement is prescribed in the Specification/Scope of Work part of the Tender document, the eligibility clause shall be read with those conditions
- b) For Maintenance Contracts, stretching for One Year or a shorter or longer term as may be required in the Scope Work below, the Bidder should be either the Manufacturer of the system or an authorized Service Centre/Provider of the Manufacturer, having a base office in India or they may be a third party not being either a manufacturer or authorized agent / service provider, when so specifically allowed in the Technical Specification / Scope of the Tender having some specified qualification. In cases where the Manufacturer does not have any service facility in India, the Manufacturer itself may also participate, provided that the specific qualification terms mentioned below in this document are duly complied with and does not prohibit a foreign OEM from such participation. Wherever, standby arrangement or time-bound response management is included as a prerequisite, a foreign bidder or an outstation bidder must check whether they can meet the requirement before bidding.
- c) For cases where Services are required without involving any physical / material delivery, the Bidder should satisfy the qualification criteria indicated in the Scope of Services
- d) For cases where Services are required and also physical / material delivery at site is involved, the Bidder should satisfy the qualification criteria indicated in the Scope of Services and should also fulfill the detailed conditions if applicable.
- e) Materials, wherever required in connection with the providing of service(s) above, shall have to be of standard quality to the satisfaction of the purchaser and also have to be genuine OEM’s product, if so required.

Bidders shall be capable of Delivery of Services/materials as per scheduled time-frame / interval, pre-fixed duration and expected response time. They must have requisite infrastructure for providing the supports which may be inspected by the Purchaser, if so deemed necessary at any stage.

2.3. Foreign Origin specific

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

a) Directly from the original foreign manufacturer in their letterhead and duly ink-signed; in such cases, it would be desirable if the bidding manufacturer indicates the details of their authorized local agent(s) in India for offering pre/post-sales support for the item(s) offered;

b) Directly from the Indian Subsidiary office, in it's letterhead duly ink-signed;

c) From the authorized dealers / Suppliers / representatives in India, when the foreign manufacturer is having no direct office in India, provided that in such cases, the quotation of the local bidder should be accompanied by

(i) a quotation duly ink-signed in the letterhead of the original foreign manufacturer, submitted/forwarded by the dealer/ agent/ representative(s), and accompanied by the document of authorization in their favour from the manufacturer; or,

(ii) In case the bidder (Authorized Dealers / Suppliers / Representatives in India) has not been able to submit the bid on the original letterhead of foreign OEM and duly ink-signed by OEM by the Closing Date of tender, but has been able to submit only a replica (fax/ scan etc.) countersigned and stamped by the local bidder (Authorized Dealers / Suppliers / Representatives in India), then the bidder shall have to submit the same (original ink-signed Technical bid and Financial bid on the original letterhead of foreign OEM) with a forwarding letter at the time of evaluation and positively within the offered bid validity period to qualify as having valid financial bids, failing which the bids shall be treated under sub-clause 2.3 (d) below subject to meeting the criteria specified therein. Be it further noted that only the Foreign OEM shall be treated as Primary Bidder for contractual purposes when coverage under this sub-clause is granted, and for any discrepancy noticed subsequently in the OEM's Bid with reference to the provisionally accepted bid from a local Indian counterpart, both the offers shall be liable for rejection.

d) From Indian agents who want to quote directly on behalf of their foreign principal should be enlisted as per GFR 143 with the Central Purchase Organization (e.g. DGS&D).

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. When the bidder is not the manufacturer itself, he/she must submit the copy of authorization letter from the manufacturer.

2.5 General

Whenever a bidder submits bid on behalf of a foreign manufacturer, it shall be binding on that manufacturer as well and a mere provisional qualification admitted in techno-commercial bid evaluation stage will not confer upon the local authorized dealers / Suppliers / representatives any right to be considered for award of the contract/order on behalf of their foreign counterpart unless their offer is confirmed through the foreign Principal Bidder in writing in their original letterhead.

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

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 the reference.

3.4. Method of submission

Bidders must submit their Sealed Offers / bid(s) through TWO BID SYSTEM as detailed below. Bids / Documents must be ink-signed and sent and deposited either by Post/Courier or dropped in the Tender Box available at the Purchaser's office and unless physically delivered in either of the aforesaid manners, no submission will be deemed to be a valid bid for this purpose except as mentioned in Para 2.3(c)(ii) above. Superscriptions like "Quotation for Tender No..... Dated", "Closing Date:", "NOT TO BE OPENED BEFORE....." must be mentioned on the envelopes prominently and for separate Tender item(s), separate bids should be submitted in separate covers.

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 websites are only for publicity purpose and do not imply or call for an electronic tendering or bidding by any intending Supplier any way.

4 Contents of the Bid

4.1. General Bids shall comprise of the followings:

(i) Sealed Cover containing Covering Letter in the Firm's Letterhead, enclosed with the Techno- Commercial Bid, clearly mentioning the Tender Reference, and also the prescribed EMD/Bid Security (Sealed Envelope-I)

(iii) Sealed Cover containing the Price / Financial Bid (Sealed Envelope-II)

The above two items shall be sealed in a bigger envelope super-scribed and marked with Tender No. & Date.

4.2. Covering Letter COVERING LETTER in Firm's Letter head should be given.

4.3. Technical Bid (or Techno-Commercial Bid) TECHNICAL BIDS (**also known as Techno-commercial Bid**) for all Technical and Commercial terms excepting price) must be submitted by the firm, together with the Specifications & Descriptive Literature etc., in a separate SEALED ENVELOPE -I addressed to the

DIRECTOR, Electronics Regional Test Laboratory (East), Block-DN, Sector-V, Salt Lake, Kolkata – 700 091 ,

duly super-scribed as "TECHNICAL BID & EMD" 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.

4.4. Documents TECHNICAL BID should contain details of following information / documents / contents (excluding price and it's break-up) to be submitted in Firms Letterhead (in a Sealed cover only) beside all other things :

- a) Name & Address and Particulars of the Bidder;
- b) Original manufacturer's authorization certificate when an Indian agent is offering quote,
- c) Central Purchase Organization (e.g. DGS&D) enlistment document(s), where required
- d) Bid Security / Earnest Money Deposit in due manner for requisite amount as indicated herein below
- e) Proof of past supplies to govt. departments in the form of copies of Supply Order letters entered with the Govt. Departments etc., and a list of clients serviced may be provided along with the value of contracts executed,
- f) Copies of Sales Tax/ VAT/ Service Tax/ GST Registration, Professional Licenses etc., ESI, EPF Registration, PAN Card, Income Tax Deposit proofs / Returns,
- g) Detailed printed Literature with Technical Specification of the product(s) offered; mere statement of compliance with published tender specification will not be sufficient,

4.5. Information / Confirmation

- h) 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), SWIFT Code (for FE Payments), MICR Code as well as PAN No,
- i) Payment Terms [Preferred terms will be FOB for Items of foreign origin and Delivery at Site for domestic supplies - see Clause (12) below]
- j) Payment method - see Clause (12) below
- k) Delivery Time required – see Clause (14) below
- l) Country of Origin – see Clause (15) below
- m) Delivery Terms and Port of Shipment shall have to be indicated (Part shipment is not accepted, for imports) - see Clause (16 & 17) below
- n) Mode of Transport & Carrier - see Clause (17) below
- o) Insurance Coverage - see Clause (19) below
- p) Offer Validity - see Clause (21) below
- q) Performance Security Submission upon award of contract - see Clause (24) below
- r) Security Deposit - see Clause (25) below
- s) Guarantee and Warranty -see Clause (30 & 31) below
- t) Inspection & Testing, Installation, Erection and Commissioning - see Clause (33 & 34) below

- u) Any Other Commercial Terms

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.

4.6. Bid Security

EARNEST MONEY DEPOSIT 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 Techno-Commercial Bid in Sealed Envelope-I duly super-scribed as "Technical Bid & EMD" with Tender Reference Details.

The Bidders (except those registered with the DGS&D/ NSIC) must pay the Bid Security (Earnest Money Deposit). Separate EMD for each equipment items shall be submitted as indicated in this document. Consolidated EMD will not be accepted. EMD will be accepted in the form of **A/c Payee Demand Draft / Banker's Cheque / Fixed Deposit Receipt / Bank Guarantee** from any commercial bank in favour of "**PAO, DIT, New Delhi**", which should remain valid for at least **Ten weeks** , from the **last date of submission of tenders**, failing which their Bid(s) will not be accepted by the Purchaser.

The Bid validity period, as may be offered (as per Cl. 21 below), may be deemed to be prematurely expired, if an EMD/Bid Security instrument expires early, unless due extensions are received by the Purchaser. In no case, the Bid and Bid Security thereto shall be allowed to remain valid for a shorter period than the minimum prescribed in this document. The Purchaser reserves the right to consider bids having validity and seek EMD extensions for such bids.

The Bid Security / Earnest Money Deposit so referred to above should be readily available with the bids in the Packet for "Technical Bid & EMD" 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/Bid Security.

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 Bid Security / 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. Any supplementation/ extension/ renewal / fresh consecutive submission of EMD by bidders shall have to be unconditional and shall not involve or necessitate a prior physical release or substitution of EMD instrument from the Purchaser's end. Be it further noted that a request for return of EMD furnished before the expiry of Bid validity without an adequate substitution will amount to withdrawal from the Bid.

Provided further that the Bid Security / 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 Bid Security / Earnest Money 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.

4.7. Price Bid

PRICE BID should be submitted duly in the firm's letterhead etc. covered in a SEALED ENVELOPE– II addressed to the DIRECTOR, Electronics Regional Test Laboratory (East), Block-DN, Sector-V, Salt Lake, Kolkata – 700 091, duly super-scribed as "PRICE BID" with Tender Reference and Closing Date 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. 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) based on Clause (7) below
- e) Discount(s) offered (indicate fixed or %age rates) Amount & %age Rate of applicable Central Excise Duty
- f) Amount with %age Rate of applicable VAT / Sales Tax/ GST/ Service Tax etc. with Cess
- g) Packing and Forwarding Charges, if any
- h) Freight Charges, if any for indigenous goods
- i) Operator's Training Cost, Insurance Cost for domestic supplies
- j) Any other Cost
- k) Total Price

4.8. 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.

- 4.9. **Change in Tended Bids** In the offered Bids, No changes / alterations/overwriting is acceptable even if countersigned /attested by the Supplier.
- Withdrawal / resubmission of offers/bid by a participating Supplier 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 Suppliers 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) Sealed Covers with Superscriptions mentioned hereinabove
 - b) Bid Security/EMD for specified amount in required manner,
 - c) Technical Bid,
 - d) Price Bid,
 - e) Original Manufacturer's Ink-signed Quotation,
 - f) Printed Technical Literature of product
 - g) Original Manufacturer's Authorization Letter, where required,
 - h) Enlistment Certificate as Indian Agent from DGS&D
 - i) Undertaking for accepting payment by EFT
 - j) Tax Registration Information for such taxes/duties as are claimed
 - k) Bidder's Letter of authority for representing at Bid Opening
- Other documents, if applicable need also be submitted beside the above.
- 6 **Pre-Bid Meeting** A Pre-Bid Meeting will be held on the scheduled date and time, if so mentioned, on the front cover of this document at this Laboratory premises. Interested Bidders may participate in the meeting on due time and date, if so mentioned, with proper authorization letter (in Company's letterhead only) to have their doubts cleared. No further clarification will be entertained in this regard beyond the Pre-Bid Meeting.
- 7 **Closing Date** Duly completed Tenders should reach the address mentioned below on or before 17:00 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.

- 7A **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
- 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 Suppliers at any stage after or before the opening of the Price bids.
- 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/post as well as Notice Board of the Purchaser's Office.
- Evaluation of the bids will be done on the basis of :
- a) compliance of eligibility requirements of the bidder;
 - b) compliance with the technical specifications of the item; and
 - c) compliance with commercial including financial and other terms & conditions of the tender
- 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 in the process of tender evaluation.
- 10 **Results of Evaluation** The result of Financial / Price Bid evaluation will be published through STQC and CPP Portals once the Purchase order is placed.

Chapter – II : Conditions of Contract

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. The authorized Dealers / Suppliers / Representatives in India, whose bids are provisionally admitted for consideration specifically under Para 2.3(c)(ii) above, will be allowed to furnish offer in foreign currency provided that the bids will stand summarily rejected, without service of any notice by the Purchaser if the ink-signed original Bid from OEM does not reach us before evaluation and within the offered bid validity period.
- 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 in Indian Rupee. 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 Supplier will have to arrange for sending Advance Documents as may be required in the Purchase Order/ Contract to the Purchaser in time.
- 11.5. Indian Rupee offer For Foreign Goods
For Foreign-origin equipments, Indian Rupee Offers will be liable for rejection.
- 11.6. Price For Goods Manufactured in India
The price should be the nett 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. Exclusions
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 Supplier. The Supplier 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/duty exemption certificate 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 Supplier / agent. In such cases, the supplier 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 Supplier 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 Bank Guarantee for equal amount either by Principal or authorized Indian Agent from a commercial 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 Commercial Bank.

The exchange rate for foreign currency shall be determined on the basis of the rate prevalent on the date of opening the LC or Advance remittance. No Bank Charge(s) outside India shall be borne by the Purchaser.

- 12.2. Rupee Payments
- For goods manufactured/ produced locally in India, the Purchaser will prefer, in the following sequences, to pay the Supplier:

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 supplier must furnish the requisite Security Deposit and / or applicable Performance Security/PERFORMANCE BANK GUARANTEE, which will be released later , i.e, SECURITY DEPOSIT after satisfactory Installation/ Commissioning/ Acceptance and PERFORMANCE BANK GUARANTEE after due time as mentioned herein below.

For LC cases involving FE payments,

a) 90% of payment against shipping documents, after submission of PERFORMANCE BANK GUARANTEE for 10%, followed by, 10% payment (kept as Security Deposit) after satisfactory Installation, Commissioning and Acceptance;

b) 100% payment against shipping documents , Performance Bank

Guarantee for due 10% and SECURITY DEPOSIT for further 10% of gross order value;

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

- 12.4. **Bank Information** For all types of payments as indicated above and as may be contracted finally, the Bidder is bound to disclose the requisite information with regard to its bank account for establishing necessary communication and / or for making transactions for receiving payments. The Bank Information shall include Bank Name, Branch Name and Address, Bank Account Name, Account Number, SWIFT/RTGS/NEFT/IFSC Code(s) of the Bank, Bank Routing No., IBAN No., Bank Sort Code etc., as applicable.
- 13 **Measurement Units** The Accounting/ Technical measurement units used in the offer should be only in recognized Indian or International Format. In the event of the Supplier's practice of different measurement standards, the equivalence information should also be given.
- 14 **Period of Delivery** 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.
- 15 **Country of Origin** The Supplier 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 Supplier 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, 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. For intangible products like Software and/or E-License (excepting Media) or Services requiring delivery at a location off the Purchaser's premises, the Bidder must indicate the method of delivery planned.
- 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 Supplier, should be able to deliver goods at the Port of Discharge direct. In respect of an indigenous item, the Supplier may choose the carrier. The Laboratory will not arrange for pick-up of

any cargo from any Supplier's point of sale and it will be the responsibility of the Supplier(s) to arrange for dispatch/shipment through bona-fide forwarding agency for delivery to Purchaser.

- 19 **Insurance** The Purchaser will provide a 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 Supplier.
- 20 **Port of Discharge** The Port of Discharge / Ultimate Destination for all imported consignments shall be as below.
- a) One No.(s) to our Location at ERTL(E), INDIA**
- 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 Supplier only. For indigenous consignments delivery at door should be made. For intangible assets like Software and/or E-License (excepting Media), delivery shall have to be made effective at the desired location through purchaser's designated connection. For services deliverable at an off-site location beyond purchaser's premises, delivery will have to be made through authenticated transactions acceptable by the Purchaser.
- 21 **Validity of Offer** Should be at least for Ten weeks from the date of Closing of tenders, which may have to be extended at the request of the Purchaser. Bidders may however, offer a longer validity for their bids and further validate their offers with a longer coverage of EMD/Bid Security.
- 22 **Deviations** For Buying of domestic products Provisions of GOI, MCIT, DEIT Notification No. 8(78)/2010-1PHW dated 10-02-2012, as may be amended from time to time, shall be applicable.
- 23 **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 Supplier/service provider within 4 weeks from the date of issue of the Order. The Confirmation must be accompanied by the requisite Performance Bank Guarantee and/or Security Deposit, in the due manner and Pro-forma Invoice for LC opening etc.
- The Bidders may also intimate in the order acknowledgement their choice to receive 10% of the payment later after the warranty obligations are over, instead of submitting the PBG.
- 24 **Performance Security / Bank Guarantee** The successful bidder awarded with the Order shall have to submit, within four weeks of Order, either by itself or by the local Indian office / agent, a Performance Security/ Bank Guarantee @ 10% (ten per cent) of the Gross Order Value in equivalent Indian Rupee. Performance Bank Guarantee must be made valid till the end of the 2nd (second) month beyond the expiry of the all contractual obligations including the Warranty obligations calculated from the date of installation (for supplies and/or services). In deserving cases, including cases where an advance payment has been required by a selected Supplier, the ceiling of Bank Guarantee will be higher than ten percent of order value. A general model Format may be made available when the Order is issued.

The PERFORMANCE BANK GUARANTEE will be forfeited in the case of failure of Supplier 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 hereinabove.

25 **Security Deposit**

The selected Bidder will submit a Security Deposit, in addition to the Performance Security / 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% or 20%, 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 supplier's obligations under the supply order including warranty may not be satisfactorily completed within the validity of the Security Deposit or PBG, the said Bank Guarantee /SD/PBG instrument shall have to be extended by the supplier at their own expenses for such time as may be required.

26 **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 opening of LC or Advance Remittance or a Order confirmation (for INR Order) 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 Security etc.

27 **Recoveries from Payments due**

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

28 **Penalty / Liquidated Damages**

The Purchaser may, in applicable cases, fix/charge rate of penalty / Liquidated Damages to be recovered (in addition to forfeiture of/ invoking of Security Deposit and/or Performance Security) from the supplier, when the failure of the supplier 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.

Depending on the nature and value of the goods to be ordered and the urgency of the requirement, 0.5% of the delivered price of the delayed goods may be deducted for each week or part thereof

- 29 **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.
- 30 **Availability of Spares** Generally, the bidders should have maintenance / service facilities for the tendered item(s) in India, preferably in Kolkata, India.
- 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 Kolkata, India. If the bidders plan to provide such services through a local dealer / service provider in absence of their own arrangement, they shall provide the details of such service points with an undertaking with their Technical Bids.
- 31 **Warranty Clauses** The Offer should contain specific Guarantee and/or Warranty clause(s).
- 31.1. **Warranty Terms** Minimum Twelve Months months from the date of commissioning or months from the date of shipment, whichever is later, 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/ Supplier/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.
- 31.2 **Continuance Period of Technology supports** The OEM/Bidders will have to indicate the minimum period of support with spares and services for the offered Item(s)
- 32 **Operation/ Service Manuals** The Bidder shall have to make provide the Operating & Service Manual and valid Calibration Certificate, if any (in English Language) as per requirement.
- 33 **Inspection & Testing** Goods delivered will be inspected at the Purchaser's premises and will be rejected if they do not conform to the standards, specifications and drawings prescribed in the PO. Pre-dispatch inspection may be allowed in deserving cases,
- Stores rejected on inspection/ test will have to be replaced by the Supplier 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 Supplier and/or their Local Representative.
- 34 **Installation & Commissioning** After satisfactory inspection/ test of the stores by the Purchaser, the Equipment/ Machinery/ Plants will have to be installed/ commissioned by the Supplier at the location as may be specified by the Purchaser, free of charge. Cost of Site preparation will be borne by the purchaser.

35 **Arbitration**

Mode of settlement of any disputes/differences shall be through Arbitration. However, when a dispute/difference arises, both the purchaser and the supplier 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 supplier shall give notice to the other party of its intention to commence arbitration as hereinafter provided:

i) When the contract is with domestic supplier, 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.

ii) When the contract is with foreign supplier, the supplier has the option to choose either Indian Arbitration and Conciliation Act, 1996 or Arbitration in accordance with the provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

36 **Settlement of Disputes**

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

Chapter – III : Schedule of Requirements

37 **Requirements**

Bids are required for the following items under this Tender(s).

S/N	Nomenclature of Stores / Services	Qty.	Tender No.	Closing Date
1	Annual Maintenance Contract for Gardens	One	OT-214/2013-14	11-APR-2014

Chapter – IV : Specifications & Allied Technical Details

38 **Specification of Stores / Services**

Annual Maintenance Contract for Gardens

S/N	Parameters	Criteria & Deviation etc.
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Sl.No. (1)	Name of Contract (2)	Description (3)
1	Annual Maintenance Contract for Gardening in ERTL (East) Campus) for the period of 2014-15	<p>The job contracts includes the following maintenance works:</p> <ul style="list-style-type: none"> a) Maintenance of existing lawns, plants, trees and hedges of the Laboratory campus including the CETE front premises; b) Maintenance of existing Garden of Laboratory Building and CETE Building; c) Creation of new garden area (approx.. 300 sft.) adjacent to the open test area (north) of EMC laboratory in the complex and maintenance in a regular manner; d) Preparation of new flower beds (approx.. 50 sft.) (including application of fertilizers); e) Maintenance of newly planted sampling; f) Placement of Potted flower plants beside the two main entrances of the lab and entrance of CETE building as may be required by the laboratory authority <p>Details as mentioned in 'Scope of the Work'.</p>

SCOPE OF THE WORK

The scope of works includes:

- a. Maintenance of existing lawns, plants, trees and hedges of the Laboratory campus including the CETE front premises fortnightly using machine operated grass cutter;
- b. Maintenance of existing Garden of Laboratory Building and CETE Building;
- c. Creation of new garden area adjacent to the open test area (north) of EMC laboratory in the complex and maintenance in a regular manner;
- d. Preparation of new flower beds (including application of fertilizers);
- e. Maintenance of newly planted sampling;
- f. Placement of Potted flower plants beside the two main entrances of the lab and entrance of CETE building as may be required by the laboratory authority;
- g. Cutting of the branches of trees adjacent to the boundary walls and buildings on as and when required basis under supervision of authorized officials of this laboratory.

Scope of the work and services also includes:

- a) Day to day watering for all plants / garden /lawns.
- b) Weeding out of grass & other unwanted bushes at regular intervals in the campus.
- c) Day to day cleaning such as removal of debris, Stones, Foliage leaves, broken branches etc.
- d) Pruning to be done as and when required by Officer-in-Charge-ERTL(E)/discretion authorize person.
- e) Well decomposed farm yard manure application for all vegetation as and when required.
- f) Replacement of dead/damaged plants, attending the patch works in the lawn.
- g) Maintaining the overall aesthetics of the landscape and supervision of skilled labor involved in landscape activities and maintenance.
- h) Safety of all permanent irrigation system and its accessories shall be the contractor's responsibility. If damaged/mutilated during the period, the same need to be replaced with similar or equivalent ISI approved material/parts. Any delay caused in replacing, and thereby harm to the plants shall be worked out accordingly and 200% damage liability shall be levied on the contractor.
- i) The Contractor shall have the following equipment, implements, accessories at their disposal available at site during the entire maintenance period.
 - i. Pick axe
 - ii. Spade

- iii. Crow bar
- iv. Gudli
- v. Cane baskets
- vi. Iron pan
- vii. Khurpis
- viii. Water cans
- ix. Wheel barrow
- x. Hose pipe
- xi. Adjustable water spray guns
- xii. Hard brooms
- xiii. Rain Coats
- xiv. Secateurs
- xv. Garden Shears
- xvi. Sprayer

Consumables, Fertilizers etc.

Consumables like manure, pesticides, soil, earthen pots (flower), saplings for use including new garden area will be provided by the Laboratory.

Special Terms

1. The bid, duly signed by your Authorised Representative, should be submitted in two bid system (i) techno-commercial & (ii) financial should indicate the no. of persons to be deployed for this purpose
2. Bidders are requested to go through all contents carefully. For further details & scope of work, contact Deputy Director (Admn.), ERTL(E), Kolkata
3. The contract(s) will be awarded on annual basis. However, even during contract period, the work order may be cancelled any time without assigning reasons thereof, if service is not found satisfactory.
4. Bidders should have adequate experience & exposure to handling of jobs of similar nature / magnitude. The names, addresses & telephone numbers of the concerned officers in those organisations alongwith certificates etc. who are getting such services from your firm may please be sent.
5. The techno-commercial bid will be examined / reviewed by a Committee & only those techno-commercially qualified bidders will be considered for evaluation of the financial details.
6. ERTL(E) reserves the right to reject / cancel any bid or all bids if not found suitable in any ground without assigning any reasons whatsoever.
7. The contractor shall be responsible for providing necessary safety gadgets to the workmen to avoid personal injury.
8. The payment will be made monthly to contractor on production of bills in triplicate & after satisfactory service.
9. The taxes as applicable will be deducted at source.
10. For any dispute between the contractor & ERTL(E), the Sr. Director, ERTL(E) will be the sole arbitrator for the purpose, whose decision is final & binding on both the parties.

Note

Interested bidders are requested to inspect the site before submission the of the bid.

Detailed General and Commercial terms and conditions are stated hereinbefore.

Chapter – V : Price Schedule

39 Estimated Price

Tender No.	Nomenclature of Stores / Services	Estimated Tender Value (in Rs.)	Bid Security (in Rs.)
OT-214/2013-14	Annual Maintenance Contract for Gardens One No.(s)	Not Specified	Rs.5200/=

EXPLANATORY NOTES

This Explanatory Note is issued in the interest of the intending bidders in respect of the subject Tender for greater clarity of the issues and do not imply any modification or departure from the original terms and conditions and specifications of the Tender Document mentioned above only.

Note: 1 Eligibility Though the Items are placed under Open Advertised Tender category, it is important to note that some basic criteria have been set in the tender documents, which shall have to be met by all intending bidders from open market to qualify. Bidders are therefore specifically advised to check the Tender Document carefully as to whether they really can meet the eligibility criteria and participate in the Tenders. It should not so happen that only due to lack of some specific documentary proofs, their offers are rejected instantly.

Note: 2 Bid Submission Bids will have to reach at Purchaser's office in time by post or by hand in sealed cover(s). No online submission is called for. Only Bids and not advance photocopies are invited.

Note: 3 EMD EMD/Bid Security can be furnished through the instruments mentioned in the tender document drawn in favour of "**PAO, DIT, New Delhi**" and **no Online EMD Payment please.**

It may be indicated here that the PAO, DIT, New Delhi, is holding the principal Pay and Accounts office of the STQC Directorate, Department of Electronics & IT, Govt. of India, under which this Laboratory is functioning as a subordinate office. Hence, all payment on account of EMD/Bid Security will have to be drawn in their favour as indicated. Any instrument executed in favour of any other name may be rejected.

- a) When an exemption is sought for from EMD submission, the waiver document, viz., DGS&D / NSIC Registration certificate etc. must be for the specific category of item tendered and remain valid for not less than the period required for EMD. As regards the premature expiry, Waiver document(s) will be treated at par with the EMD instruments. A mere assurance for extension of EMD or renewal of Waiver Document will not be sufficient for considering an EMD/Waiver and for that reason, a Bid, valid.
- b) EMD is for a fixed sum and shall not vary with the price offered. EMD amount need not be considered to be proportionate with cost estimation.
- c) When EMD through Bank Draft, the Draft should be payable at New Delhi.
- d) When EMD through Bank Guarantee, the text should be as in the **Model BG Format** attached herewith.
- e) EMD or Waiver Document should not be kept in Price Bid Cover (in two-bid cases).

Note: 4 Payment Payment in general, is primarily related to presenting actual shipping documentation through Bank as per LC terms, if any, or to actual delivery at consignee point. A part of the payment (ranging 10 - 20%) is to be kept as Security Deposit, unless it is furnished by BG, which is payable after satisfactory installation. Another part of payment (10%) is to be kept as Performance Security for the period as may be indicated in Order, which may also be claimed against submission of a PBG separately. The PBG is to be released after satisfactory performance certification. Performance will remain linked with the assured coverage length of warranty and/or license plus the period indicated in order.

A further Security by Bank Guarantee etc. will be required if payment terms like Tele-Transfer etc. is preferred, which involves an advance payment. As discussed in the Tender Document, this mode of payment will be resorted to in exceptional cases only.

Note: 5 Delivery In some cases, it may happen that delivery is required at multiple location, bidders should assess the cost accordingly and quote. In such cases, the specific consignee details will be made available at the time of order placement and consignees shall provide documents like road permit etc. as may be applicable in the respective state.

Note: 6 Pricing Please avoid pricing other than FOB. Other price terms may invoke request for clarification / break-up of price from our side, which may waste further time for settlement.

Note: 7 Installation It is expected that you indicate the set up requirements at site in your bid itself, so that the Purchaser can foresee the actions due and the actual installation is not delayed.

Wherever so required, Installation shall be deemed to include Physical

Commissioning and satisfactory Working for such a time and/or cycle as is necessary to establish the assured results. For Software, installation includes Activation / Registration / Accessibility permission as may be applicable.

Note: 8 Technical
Requirements
- General

The technical requirements / specifications are made generally on a broad-based manner (except where a proprietary nature is indicated explicitly) and contain the bare minimum requirement.

Wherever, compatibility issues are included, these have to be satisfied, irrespective of the advanced features as might be otherwise offered.

Bidders may, for a better understanding and consistent evaluation, clearly indicate the equipment with accessories clubbed together to meet the prescribed minimum specifications and then offer other accessories / value additions.

Model Format for Bank Guarantee towards EMD

To

The President of India

Through The Pay & Accounts Officer (PAO), DIT

Government of India

6, CGO Complex Lodhi Road,

New Delhi – 110 003

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 _____ (Bank Name) of _____ having our registered office at _____ (Address) are bound unto the **PAO, DIT, New Delhi** (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

Format for Submission of Bid (under Single-Bid System)

[Should be submitted in the letterhead of the bidder(s) and duly ink-signed by the authorized person in all pages alongwith covering letter]

Revision 1: March 2014

Requirements		Offer	Clause Reference of tender document
1. Particulars of the tender			
1.1.	Name of the Item tendered		
1.2.	Tender Number		
1.3.	Date of Issue of Tender		
1.4.	Closing Date of Tender		
2. Particulars of the bidders			
2.1.	Name of the Bidder		Vide clause No.2.3 and 2.4 of tender document
2.2.	Address of the Bidder		
2.3.	Telephone No.		
2.4.	Fax No.		
2.5.	E-mail id		
2.6.	Name and address of authorized representative for submission of bid		When the foreign manufacturer is having no direct office in India
3. Particulars of the Quotation/Bid/Offer			
3.1.	Quotation Number		
3.2.	Quotation Date		
3.3.	Quotation Validity		Validity of the offer must be as indicated in the tender document, vide clause No.21 of tender document
4. Eligibility Details			
4.1.	Firm's / Company Registration Information / Trade License		Copy of the proof is to be furnished alongwith the bid
4.2.	Whether proper EMD / Exemption documents furnished?		Vide clause No.4.6 of tender document
4.3.	If yes, details of the EMD or Exemption documents furnished		
4.4.	Quotation offered for a foreign origin Product? If yes, select the category from followings:		Vide clause No.4.6 of tender document
4.4.1.	Directly from foreign OEM		Vide clause No.2.3a of tender document
4.4.2.	Directly from India Subsidiary Office		Vide clause No.2.3b of tender document
4.4.3.	From Authorized Dealer/ Supplier /Representative in India if the OEM having no India Office		Quotation should be offered by OEM, however authorized dealer/representative may forward the same to this office. Vide clause No.2.3c of tender document

Format for Submission of Bid (under Single-Bid System)

[Should be submitted in the letterhead of the bidder(s) and duly ink-signed by the authorized person in all pages alongwith covering letter]

Revision 1: March 2014

Requirements		Offer	Clause Reference of tender document
4.4.4.	From Indian Agent of foreign OEM having enlistment with DGS&D (GFR-143)		Vide clause No.2.3dof tender document
4.5.	Is the OEM's Ink-signed Quotation furnished?		This clause is not applicable if the quotation submitted by India Subsidiary Office of the foreign OEM.
4.6.	Is the valid Authorization Certificate furnished with the Bid where applicable?		This clause is not applicable if the quotation submitted by OEM
4.7.	If the Bid is not directly from the OEM, Name and address of the OEM (for foreign origin cases)		
4.8.	If the Bid is directly from the foreign OEM/ foreign subsidiary, then Name and address of the Authorized Indian agent.		
4.9.	Client List in India for supply of the same product quoted		Vide clause No.2.2 of tender document
4.10.	Is the Certificate of Enlistment as Indian Agent furnished, where applicable?		Vide clause No.2.3d of tender document
4.11.	Quotation offered for an Indian origin Product? If yes, select the category from followings:		
4.12.	Directly from OEM		
4.13.	From Authorized Dealer/ Supplier /Representative		
4.14.	If the Bid is not directly from the OEM, Name and address of the OEM (for indigenous cases)		
4.15.	Is the valid Authorization Certificate furnished with the Bid where applicable?		
4.16.	In case Indian Bidder, the following docs/info. are furnished		
4.17.	Central/State Sales Tax / VAT registration no.		Copy of the proof must be accompanied with the quotation
4.18.	Service Tax registration no.		
4.19.	Central / State Excise Duty registration no.		
4.20.	Permanent Account Number (PAN)		
4.21.	EPF registration no.		
4.22.	ESI registration no.		
4.23.	Other Taxes, if any		
4.24.	Name, address & phone/fax no. of Local Service Centre , if any		Vide clause No.30 of tender document
4.25.	Undertaking to accept EFT / LC payment		Vide clause No.5i of tender document

Format for Submission of Bid (under Single-Bid System)

[Should be submitted in the letterhead of the bidder(s) and duly ink-signed by the authorized person in all pages alongwith covering letter]

Revision 1: March 2014

Requirements		Offer	Clause Reference of tender document
4.26.	Whether printed technical literature furnished? (Yes/ No) If photocopy or computer printout of technical literature has been provided, then specify the web address from where it can be verified.		Vide clause No.5f of tender document
5. Technical requirements			
5.1.	Name of the Bidder		
5.2.	Name of the OEM		
5.3.	Nomenclature of the item(s) offered		
5.4.	Item Make		Bidders are requested to quote only one option against the tender
5.5.	Item Model No.		
5.6.	Item Part No. , if any		
	Parameter/ Requirements*	Specified Limits with accuracy	Vide clause No.38 tender document, however bidders are requested to provide offered value against parameter/requirements and specified limits with accuracy. Technical Literature/Consent of OEM must be supported with your offer.
6. Price Details			
6.1.	Nomenclature of the item(s) offered		
6.2.	Item Make		Bidders are requested to quote only one option against the tender
6.3.	Item Model No.		
6.4.	Item Part No. , if any		
6.5.	Product Origin		Vide clause No.15 of tender document
6.6.	Port of Dispatch		Vide clause No.16 of tender document
6.7.	Mode of Shipment (Air/Ship/Rail/Road)		Vide clause No.17 of tender document
6.8.	Currency in which offered		Vide clause No.11.1 of tender document
6.9.	Price of the Item(s)		
6.9.1.	Basic price of the item		

Format for Submission of Bid (under Single-Bid System)

[Should be submitted in the letterhead of the bidder(s) and duly ink-signed by the authorized person in all pages alongwith covering letter]

Revision 1: March 2014

Requirements		Offer	Clause Reference of tender document
6.9.2.	Accessories / options ..		
6.10.	Other Charges		Bidders are requested to offer these clauses clearly and also to mention whether charges are included in the basic price or not.
6.10.1.	Installation & Commissioning Charges. if any		
6.10.2.	Training Charges , if applicable		
6.10.3.	FOB Charges		
6.10.4.	Custom Duty Charges		
6.10.5.	P&F Charges		
6.10.6.	Freight Charges		
6.10.7.	Insurance Charges		
6.10.8.	LC Charges		
6.10.9.	Calibration Certificate Cost		
6.10.10.	Service Manual / Operator's Manual Charges		
6.10.11.	Additional Warranty Cost, if any		
6.10.12.	Excise Duty Charges		
6.10.13.	Central Sales Tax		
6.10.14.	Value Added Tax		
6.10.15.	Entry Tax/OCTROI		
6.10.16.	Service Taxes (if any)		
6.10.17.	Any other charges (if any)		
6.11.	Sum-total (in figure)		
6.12.	Sum-total (in words)		

I/We do hereby declare that all information/particulars furnished by me/us above are correct and true to the best of my/our knowledge and belief. I/We understand that in the event of information/particulars given by me/us are found false or incorrect at any stage, our offer/bid/quotation is liable to be rejected or cancelled.

I/We further declare that all other terms and conditions as mentioned in the tender document are acceptable to us.

Signature with office stamp