



सत्यमेव जयते

भारत सरकार
Government of India
इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी मंत्रालय
Ministry of Electronics and Information Technology (MeitY)
एस.टी.क्यू.सी निदेशालय STQC Directorate
इलेक्ट्रॉनिकी परीक्षण तथा विकास केन्द्र
ELECTRONICS TEST & DEVELOPMENT CENTRE
बी-108, औद्योगिक क्षेत्र, फेज-8, मोहाली(पंजाब) 160 071
B-108 Phase-VIII, Industrial Area- Mohali (PUNJAB)-160071


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निविदा प्रलेख TENDER DOCUMENT

के लिए
For

संवर्ग Category	सीमांत (एकल-बिड) निविदा LIMITED TENDER (SINGLE BID)
मद का नाम Item Name	ESD TEST SET/SIMULATOR ई०.एस०.डी.टैस्ट सैट/सेमुलेटर
निविदा संख्या Tender No.	5(12)/2020/T-03/20-21
जारी होने के तारीख Issue Date	17- सितम्बर -2020
प्री बिड बैठक की तारीख Pre Bid Meeting Date	01- अक्टूबर -2020 को 1500 बजे
बंद होने की तारीख Closing Date	08-अक्टूबर -2020 को 1100 बजे तक
बयाना जमा राशि EMD Amount	Rs. 18000/-
खुलने की देय तारीख Opening Due on	09- अक्टूबर-2020 को 1100 बजे तक

अम
17/11/20


✓ Administrative Officer
For and on behalf of President of India

भारत सरकार
 Government of India
 इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी मंत्रालय
 Ministry of Electronics and Information Technology (MeitY)
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TO
 ALL INTERESTED BIDDERS

निविदा आमंत्रण
INVITATION OF TENDER

Online Tenders are hereby invited by the Director, ELECTRONICS TEST & DEVELOPMENT CENTRE, Mohali 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 to Sh K.M. Chhabra, Administrative Officer, Mobile No.9915178689, (Email kmchhabral@stqc.gov.in), latest by (07-10-2020)

अध्याय -I निबंधन और शर्तें / 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 it's Subordinate Establishment or Project Office;

(b) "Importer" shall mean this Laboratory or any of it's 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 it's Subordinate Establishment or Project Office or any of it's sister Laboratories/ Centres or it's HQrs./ any higher establishment;

(d) "Consignee" shall mean this Laboratory (ETDC, Mohali) in the city of Punjab, 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" shall mean the goods 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.

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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

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 their 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.

I 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) Also refer Annexure 'A'

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.

Provided the local Indian Bidders should have due registration in the name of their firm's with the concerned govt. authorities for 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/GST Registration No. in their firm's name, with the Income Tax authorities.

Handwritten signature and date: 15/9/20

3 Submission of Bids

3.1. This Tender Document is Free of Cost.

Price of the Bid Document

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

3.3. The Bid Document as published in the above websites shall stand as the reference.

Authenticity of Bid Document

3.4. Bidders must submit their online Offers / bid(s) through SINGLE BID SYSTEM as detailed below. Bids / Documents must be ink-signed.

Method of submission

The online bids which are not submitted with proper procedure 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.

Only those bidders, who have enrolled themselves in the CPP portal, shall submit their bids electronically in the portal.

4 Contents of the Bid

4.1. Bids shall comprise of the followings:

General

Online bids containing the Covering Letter in the Firm's Letterhead, clearly mentioning the Tender Reference & Date, Technical and commercial Terms and Price along with the Requisite EMD/Bid Security.

Handwritten signature and date: 12/9/12

4.2. Techno-Commercial Bid with Bid Price

Techno-Commercial Offer for all Technical and Commercial terms including Price must be submitted by the firm, in their Letter head together with the Specifications & Descriptive Literature etc.,

The offer should contain detail of following information / documents / contents (excluding price and it's break-up) to be submitted scanned copy in Firms Letter head in) 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 Organisation (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 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,
- 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. using the prescribed format,
- 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 (13) below
- k) Delivery Time required – see Clause (15) below
- l) Country of Origin – see Clause (16) below
- m) Delivery Terms and Port of Shipment shall have to be indicated (Part shipment is not accepted, for imports) - see Clause (17 & 18) below
- n) Mode of Transport & Carrier - see Clause (19) below
- o) Insurance Coverage - see Clause (20) below
- p) Offer Validity - see Clause (22) below
- q) Performance Security Submission upon award of contract - see Clause (25) below
- r) Security Deposit - see Clause (26) below
- s) Guarantee and Warranty -see Clause (31 & 32) below
- t) Inspection & Testing, Installation, Erection and Commissioning - see Clause (34 & 35) below
- u) Any Other Commercial Terms
- v) **Also refer Annexure `A`**

4.3. Documents

4.4. Information / Confirmation

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.

Handwritten signature and date: 19/9/20

4.5.
Price Bid

PRICE should be indicated in the Offer mentioning the details of the applicable break-ups and taxes and duties/levies etc. for all the options quoted. All the charges tax components and payment of other statutory dues should be separately indicated item-wise as hereunder.

- 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 (18) below Discount(s) offered (indicate fixed or %age rates) Amount & % Rate of Amount & %age Rate of applicable Central Excise Duty
- e) Amount with %age Rate of applicable GST/ Service Tax etc. with cess.
- f) Packing and Forwarding Charges, if any
- g) Freight Charges, if any for indigenous goods
- h) Operator's Training Cost,
- i) Insurance Cost for domestic supplies
- j) Any other Cost
- k) Total Price
- l) Also refer Annexure 'A'

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 their Quotation in the same envelope. **Bank Guarantee format for furnishing EMD is as per Annexure-XA**

The Bidders that (except those who are registered for particular item/equipment either with any CPO(e.g.NSIC), provided a proper present proof of registration, with validity period with their technical bids. Startup register with DIPP(Department of Industrial policy and promotion) must pay the Bid Security (Earnest Money Deposit). Separate EMD for each equipment shall be submitted as indicated in this document. Consolidated EMD will not be accepted. EMD will be accepted in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized/Commercial bank in favour of "PAO, MeitY, New Delhi" which should remain valid for at least 60 days, 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. 22 below), may be deemed to prematurely expired, if an EMD/Bid Security instrument expires early, unless due extension are received the purchaser. In no case, the Bid and Bid security thereto shall be allowed to remain valid for a shorter period than the minimum prescribe 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.

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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. 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 Supplier.

Withdrawal / resubmission of offers/bid by a participating Supplier must be made by a dated ink-signed letter in the firm's letter head 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) Bid Security/EMD for specified amount in required manner,
- b) Original Manufacturer's Ink-signed Quotation,
- c) Printed Technical Literature of product
- d) Original Manufacturer's Authorization Letter, where required,
- e) Enlistment Certificate as Indian Agent from DGS&D
- f) Undertaking for accepting payment by EFT.
- g) Tax Registration Information for such taxes/duties as are claimed
- h) Bidder's Letter of authority for representing at Bid Opening
Other documents, if applicable need also be submitted beside the above
- i) Also refer Annexure 'A'

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- 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 11:00 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.
- 8 **Opening of Bids** Tenders shall be opened on 09-10-2020 at 1100 hours on the Date following the Last Date of Submission of Bids 08-10-2020 at 1100 hours 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.
- 9 **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.
- Technical evaluation will be done first and Price(s) of only the technically compliant / qualified bidders will be evaluated. Price(s) will not be taken into account for comparison unless the technical requirements are fulfilled.
- 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
- 10 **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.
- 11 **Results of Evaluation** The result of Financial/Price Bid evaluation will be published through STQC and CPP Portals once the Purchase order is placed.

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अध्याय –II अनुबंध की शर्तें Chapter – II : Conditions of Contract

12 Price Determination:

12.1. 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©(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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. Indian Rupee offer For Foreign Goods
For Foreign-origin equipments, Indian Rupee Offers will be liable for rejection.
Also refer Annexure 'A'

12.6. Price For Goods Manufactured in India
The price should be the net. value comprising Ex-Works price, Packing & forwarding charges indicated separately.

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

12.7. Applying duty/tax exemptions for End User
The Bidder must indicate the applicable rate of GST/GST No 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 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.

12.8. 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.

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12.9. 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.

13 Payment Terms

13.1. FE Payments

A. 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.

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.

13.2. 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.

13.3. 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 proof of dispatch of consignment/ 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 proof of dispatch of consignment/ shipping documents , PERFORMANCE BANK GUARANTEE for due 10% and SECURITY DEPOSIT for further 10% of gross order value;

For cases involving FE Payments through Tele-Transfer, where the Purchaser may deem the cost of opening LC considerably uneconomic vis-à-vis the sum to be paid to the vendor,

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100% payment against Pro-forma Invoice with, 100% Bank Guarantee as Primary Security, 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.

13.4. 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.

14 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.

15 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.

16 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 it's 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.

17 Port of Shipment

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

18 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.

19 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.

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- 20 **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.

- 21 **Port of Discharge** The Port of Discharge / Ultimate Destination for all imported consignments shall be " New Delhi" 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. 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.

- 22 **Validity of Offer** Should be at least for Four months from the date of Closing of tenders, which may be extended at the request of the Purchaser.

- 23 **Deviations** For Buying of domestic products shall be as per Provisions of GOI, MCIT, Deity Notification No. 8(78)/2010-1PHW dated 10-02-2012, as may be amended from time to time, shall be applicable.

- 24 **Confirmation Of Order & Submission of PBG & Proforma Invoice** Purchase / Work Order, if any, issued by the Purchaser, to the successful bidder shall generally be confirmed by the 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 Proforma Invoice for LC opening etc.

- 25 **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.

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26 **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.

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 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.

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 supplier's bills.

29 **Penalty / Liquidated Damages**

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

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:

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- 31 **Availability of Spares** Generally, the bidders should have maintenance / service facilities for the tendered item(s) in India, preferably Mohali/Chandigarh/New Delhi 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, Mohali/Chandigarh/New Delhi 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 Techno-Commercial Bid with Price Break-ups
- 32 **Warranty Clauses** The Offer should contain specific Guarantee and/or Warranty clause(s).
- 32.1. **Warranty Terms** Minimum 12 (twelve) months from the date of commissioning or 15 (fifteen) months from the date of shipment, whichever is later, should be allowed as Warranty Period.
- 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.
- 32.2 **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)
- 33 **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.
- 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 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.
- 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 Supplier at the location as may be specified by the Purchaser, free of charge. Cost of Site preparation will be borne by the purchaser.

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36 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.

37 Settlement of Disputes

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

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अध्याय -III आवश्यकताओं की अनुसूची
Chapter – III : Schedule of Requirements

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

S/N	भंडार/ सेवाओं का नामकरण Nomenclature of Stores / Services	मात्रा Qty.	निविदा संख्या Tender No.	बंद होने की तारीख Closing Date
1.	ESD TEST SET/SIMULATOR ई०.एस०.डी.टैस्ट सैट/सेमुलेटर	One	5(12)/2020/T-03/20-21	08-10-2020

अध्याय -IV विनिर्देशों और सम्बद्ध तकनीकी जानकारी
Chapter – IV : Specifications & Allied Technical Details

39 Specification of
Stores / Services

S/N	पैरामीटर Parameters	मानदंड एवं विचलन आदि Criteria & Deviation etc.
		<p>सूची-1 के अनुसार प्रति विनिर्देशों</p> <p>SPECIFICATIONS AS PER ANNEXURE-B</p>


Detailed General & Commercial terms and conditions are stated hereinbefore.

अध्याय - V: मूल्य अनुसूची
Chapter – V : Price Schedule

40. Estimated Price:

निविदा संख्या Tender No.	भंडार/ सेवाओं का नामकरण Nomenclature of Stores / Services	निविदा सुरक्षा जमा राशि (रुपये में) Bid Security (in Rs.)
5(12)2020/T-02/-20-21	ESD TEST SET/SIMULATOR ई०.एस०.डी.टैस्ट सैट/सेमुलेटर	Rs. 18000

अंमो
15/09/20


 Administrative Officer
 For and on behalf of President of India

Technical specifications of the ESD Test Set/Simulator

Sr.No.	Parameters	Specifications
1	Test modes	Air and Contact discharge
2	Output Voltage	0.5 to 30 kV
3	Polarity of Output Voltage	Positive and Negative
4	Energy Storage Capacity	150pF
	Accuracy	± 10% or better
5	Discharge Resistor	330 Ω
	Accuracy	± 5% or better
6	Power Supply	220V ± 20V (Direct or through adaptor)
7	Standard reference	Equipment shall be compliance to IEC 61000-4-2
8	Accessories	i) Test tips shall be as under- a) For Air Discharge- - Test tip diameter: ≥ 25 mm b) For Contact discharge- - Test tip length with spring pin ≥ 25 mm ii) Vertical coupling plate including earth cable iii) ESD verification set 2Ω (4GHz) to verify ESD pulse

Jms
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11/9.

STQC Procurement Procedure, Issue 03, Rev.00
Addendum to Clause no. 7.2.3

Procurement of Foreign-origin Products through OEMs Indian Subsidiary Office or Authorized Agent/Entity in India quoting in Indian Rupees:

For foreign origin products, the quotations may be submitted preferable by OEM, or its Subsidiary Indian offices in FE. Quotations can also be submitted by its Authorized & Valid Agent/Entity, which is legally based and functioning in India. The Authorized Agent/Entity can submit the quotations in Indian Rupee for which following conditions need to be satisfied;

- a) the Classification/Customs Tariff Number and rate of Customs Duty on the date of their tender;
- b) Import/Export Code No. issued by DGFT to them (the bidder);
- c) Copies of Bills of entries and/or other document(s) duly authenticated by custom authorities indicating the assessed value taken by customs for the purpose of levy of Customs Duty;
- d) Assessment of element of freight by weight and volume;
- e) A Confirmation whether customs duty exemption will be made available against issuance of CDEC certificate by the Purchaser and whether he/she will provide/disclose all related documents before issue of such CDEC certificate, if required; and finally,
- f) The Offered Rate Price(s) for Supply without CDEC or Supply with CDEC or for both.

The above conditions need to be satisfied by Subsidiary Indian offices of OEMs, when submitting quotations in Indian Rupees.

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Annexure-10A BANK GURANTEE FORMAT

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 WEof having our registered office at..... are bound unto (Hereinafter called the "Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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Annexure-11 MeitY ORDER FOR DOMESTICALLY MANUFACTURED ELECTRONICS PRODUCTS

Ministry 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 MeitY website i.e. URL www.meity.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
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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

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