



भारत सरकार इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी मंत्रालय एसटीक्यूसी निदेशालय इलेक्ट्रॉनिकी परीक्षण एवं विकास केंद्र जीएमसी - दोना पावला मार्ग, बाम्बोलिम, गोवा - 403206	Government of India Ministry of Electronics & Information Technology STQC Directorate Electronics Test & Development Centre GMC - Dona Paula Road, Bambolim, Goa - 403206
Phone: 0832-2458680/ 2458681/ 2995080	Email: etdcgo@stqc.gov.in

# ई-निविदा दस्तावेज़

## e-TENDER DOCUMENT

For

वर्ग / Category

**ADVERTISED (SINGLE-BID) TENDER**

उपकरण का नाम / Item Name

STANDARD THERMOCOUPLE "S" TYPE

निविदा सं. / Tender No.

ETDC(GO)/St/13/2021/ACTE-XXIV/289

जारी करने की तारीख / Issue Date

20.12.2021 AT 17:30 HRS.

अंतिम तिथि / Closing Date

15.01.2022 AT 18:00 HRS.

अनुमानित मूल्य / Estimated Cost

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निविदा खोलने की तिथि/Tender Opening Date

17.01.2022 AT 11:00 HRS.

Administrative Officer  
For Director, ETDC-Goa

भारत सरकार इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी मंत्रालय एसटीक्यूसी निदेशालय इलेक्ट्रॉनिकी परीक्षण एवं विकास केंद्र जीएमसी - दोना पावला मार्ग, बाम्बोलिम, गोवा - 403206	Government of India Ministry of Electronics & Information Technology STQC Directorate Electronics Test & Development Centre GMC - Dona Paula Road, Bambolim, Goa - 403206
Phone: 0832-2458680/ 2458681/ 2995080	Email: etdcgo@stqc.gov.in

TO  
ALL INTERESTED BIDDERS

## **INVITATION OF e-TENDER**

Online Tenders through Central Public Procurement Portal (CPP Portal) [<http://eprocure.gov.in/eprocure/app>] are hereby invited by the Director, ETDC - Goa 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 uploading the same, the prospective bidder may contact (Admin. Officer, Tel.no. 0832-2458681, etdcgo@stqc.gov.in latest by 5 working days before closing date of tender)

### 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/ Centers or it's HQrs./ any higher establishment;

(d) "Consignee" shall mean this Laboratory or any of it's Subordinate Establishment or Project Office in the city of Panaji, Goa

(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/digitally signed documented submission or response by the interested Bidder in the prescribed manner against the specified Tender Enquiry Notice or Request for Quotation floated by the Purchaser, whether by direct invitation letter or by authentic e-mail or website or newspaper publicity, subject to the restrictions as may be delineated hereunder.

## 2 Eligibility Criteria

### 2.1 Ownership

The Bidder must be registered according to the law of the country in the specified area of trade with relevant tax registration.

### 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/digitally 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/digitally 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 should be ink-signed and 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.

d) From Indian agents who want to quote directly on behalf of their foreign principal should be enlisted as per GFR 152 with the Central Purchase Organization (e.g. DGS&D)

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

(i) Intimate the Classification/Customs Tariff Number and rate of Customs Duty on the date of their tender;

(ii) Intimate the Import/Export Code No. issued by DGFT to them;

(iii) Confirmation that they will provide or disclose all related documents before issue of such CDEC.

### 2.4 Indigenous Origin specific

Bids containing offer for equipment(s) of indigenous origin, may come either, from the manufacturer or authorized agent / dealer in India. When the bidder is not the manufacturer itself, he/she must submit the copy of authorization letter from the manufacturer.

Class 1 and Class 2 local suppliers must provide a Certificate of local content as per Make In India purchase preference order 2017 and its revisions.

### 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 Sales 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. with the Income Tax authorities.

### 3 Submission of Bids

#### 3.1 Price of the Bid Document

The Tender Document is Free of Cost.

#### 3.2 Availability of Bid Document

The detailed bid documents are available at website of the STQC Directorate, Ministry of Electronics and Information Technology, Govt. of India, New Delhi [<http://www.stqc.gov.in>] and also at the Govt. of India Central Public Procurement Portal (CPP Portal) [<http://www.eprocure.gov.in>]

#### 3.3 Authenticity of Bid Document

The Bid Document as published in STQC website is **only for wide circulation purpose** and in CPP Portal is **for e-tendering and online bidding by any interested and eligible bidder/supplier.**

#### 3.4 Method of submission

**Bidders must submit their bid(s) through online only at Central Public Procurement Portal (CPP Portal) [<http://eprocure.gov.in/eprocure/app>], under **SINGLE BID SYSTEM** as detailed below. Kindly refer the procedure for submission of online bids as by Central Public Procurement Portal (CPP Portal) [<http://eprocure.gov.in/eprocure/app>]. Uploaded Bids / Documents must be duly signed, stamped and sequentially numbered on each page of the bid except printed technical literature/leaflets.**

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

Any corrigendum etc. related to Tender, if required, shall be done through CPP Portal [<http://eprocure.gov.in/eprocure/app>] only. Bidders are requested to follow the CPP Portal on regular basis to get the latest updates related to tender.

### 4 Contents of the Bid

#### 4.1 General

Bids under SINGLE BID SYSTEM, shall comprise of upload of the following:

- (i) Covering Letter on the Firm's Letterhead, enclosing the Bid, clearly mentioning the Tender Reference,
- (ii) Copy of BID SECURITY DECLARATION/ EMD/Bid Security as applicable with Techno-

Commercial Bid and Price / Financial Bid with other required details must be duly signed, stamped and numbered on each page.

#### 4.2 Techno- Commercial Bid

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

#### 4.3 Documents

**Technical Bid** should contain details of following information / documents / contents (excluding price and it's break-up) to be uploaded in Firms Letterhead beside all other things :

- a) Name & Address and Particulars of the Bidder
- b) Copy of Original manufacturer's authorization certificate, valid for current year when an Indian agent is offering quote,
- c) Central Purchase Organization (e.g. DGS&D) enlistment document(s), where required
- d) Scan copy of SECURITY DECLARATION/ EMD/Bid Security Earnest Money Deposit (EMD) as applicable in due manner for requisite amount. (refer clause 4.5)
- 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 VAT/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,

#### 4.4 Information / Confirmation

- a) Undertaking / Declaration to accept payments, if selected, through Electronic Fund Transfer method along with specific scheduled commercial Bank Account Information, viz., Bank Name, Branch Address, Account Number, IFS Code (for NEFT/RTGS), SWIFT Code (for FE Payments), MICR Code as well as PAN No. using the prescribed format,
- b) Payment Terms [ Preferred terms will be FOB for Items of foreign origin and Delivery at Site for domestic supplies - see Clause (12)].
- c) Payment method - see Clause (12).
- d) Delivery Time required – see Clause (14).
- e) Country of Origin – see Clause (15).
- f) Delivery Terms and Port of Shipment shall have to be indicated (Part shipment is not accepted, for imports) - see Clause (16 & 17).
- g) Mode of Transport & Carrier - see Clause (17).
- h) Insurance Coverage - see Clause (19).
- i) Offer Validity - see Clause (21) below
- j) Performance Security Submission upon award of contract - see Clause (24).
- k) Security Deposit - see Clause (25).
- l) Guarantee and Warranty -see Clause ( 30 & 31).
- m) Inspection & Testing, Installation, Erection and Commissioning - see Clause ( 33 & 34).
- n) 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 its discretion, opt to seek clarification on any of the above points from the bidders.

- 4.5 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY DECLARATION IN LIEU OF EMD  
EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY DECLARATION IN LIEU OF EMD or BID  
SECURITY, as may be required herein below, or any valid certificate of exemption, when the bidder  
intends to avail of exemption from EMD submission, **should be uploaded with the Techno-  
Commercial Bid in cover.**

Provided that the Panel action will be taken against bidder, if the Bidder subsequently fails or  
appears to be unable to comply with the offer submitted, or withdraws or amends or impairs or  
derogates from the tender in any respect within the period of validity of the tender; or within the  
period of validity of the Purchase/ Work Order, if placed in due conformity of the said tender.

Provided further that the action will be taken against bidder, if the bidder, after being issued with  
the Order, fails to submit the Order Acceptance in writing within four weeks of Order or to furnish  
the requisite Performance Bank Guarantee/ Security in the manner prescribed within the four  
weeks of Order placement.

#### 4.6 Price Bid

Price Bid should be uploaded duly in the firm's letterhead etc. addressed to the **Director,  
Electronics Test & Development Centre, Post Goa University, Bambolim, Goa – 403 206** along  
with "Techno-Commercial 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

- 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).
- e) Discount(s) offered (indicate fixed or %age rates)

- f) Amount & %age Rate of applicable Central Excise Duty
- g) Amount with %age Rate of applicable Tax/ GST etc. with cess
- h) Packing and Forwarding Charges, if any
- i) Freight Charges, if any for indigenous goods
- j) Operator's Training Cost,
- k) Insurance Cost for domestic supplies
- l) Any other Cost
- m) Total Price

#### 4.7 Cancellation of Tender

Any Tender may be canceled at any time and a re-tender process may be initiated by the Purchaser without assigning any reason whatsoever.

#### 4.8 Change in Tendered Bids

In the offered Bids, No changes/alterations/overwriting is acceptable even if Countersigned /attested by the Bidder. Withdrawal / re submission of offers/bid by a participating Bidder must be made by a dated ink-signed letter in the firm's letterhead and submitted within the Closing Date of Tender submission. For the cases of re submission , the bidder must also submit withdrawal letter followed by the fresh bid positively, failing which both the offers shall be liable to be rejected.

A mere request for extension of closing date or for seeking clarification, even if not responded, shall not tantamount an extension of time or suspension of the tender process and a tender process shall continue in its normal course unless a formal amendment or clarification is posted/published through the STQC and/or CPP Portal. Publicity of such amendment or clarification through STQC and/or CPP Portal shall be treated as sufficient communication to the intending 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 uploaded 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) Technical Bid,
- b) Price Bid,
- c) Original Manufacturer's Ink-signed/digitally signed Quotation,
- d) Printed Technical Literature of product,
- e) Original Manufacturer's Authorization Letter, where required,
- f) Enlistment Certificate as Indian Agent from DGS&D,
- g) Undertaking for accepting payment by EFT,
- h) Tax Registration Information for such taxes/duties as are claimed,
- i) Bidder's Letter of authority for representing at Bid Opening,
- j) Bid Security Declaration/EMD for specified amount in required manner **(EMD / Bid Security Declaration in original must be submitted at ETDC Goa)**

Other documents, if applicable need also be uploaded beside the above.

### 6 Closing Date

Duly completed Tenders should be uploaded online on <http://eprocure.gov.in/eprocure/app> well before 17:00 Hours (Server Time) on the Closing Date as mentioned in this document.

**7 Opening of Bids**

Tenders shall be opened online at 11:00 hours on the Date following the Last Date of Submission of Bids (Closing Date) or on the next working day. The bidders can see the opening status online or may remain present at the time of opening. Those who may choose to attend the bid opening shall produce the proper authorization letter and identity proof to the bid opening authority.

**8 Evaluation of Bids**

Bids without valid Bid Security Declaration/ EMD or EMD exemption proof shall be rejected. Bids those 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.

Evaluation of the bids will be done on the basis of :

- a ) compliance of eligibility requirements of the bidder;
- b) compliance with the tendered technical specifications of the item; and
- c) compliance with commercial including financial and other terms & conditions of the tender
- d) On the lowest price basis among eligible bidders on all above.

**9 Selection of the Bidder**

Selection of the Bidder will be done in accordance with those meeting eligibility criteria and qualifying conditions and offered the lowest quote. Preference will be given to the Make In India items as per applicable Government of India order / rule.

**10 Results of Evaluation**

The result of tender evaluation will be published through CPP Portal and award of contract will be published on CPP Portal and STQC website 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.

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.

#### 11.2 Deriving FOB Price

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

#### 11.3 Elements of Price

Bidders should clearly mention the Classification Code for the Importable Item(s) offered.

#### 11.4 Applying duty/tax exemptions

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

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

- (i) Intimate the Classification/Customs Tariff Number and rate of Customs Duty on the date of their tender;
- (ii) Intimate the Import/Export Code No. issued by DGFT to them;
- (iii) Confirmation that they will provide or disclose all related documents before issue of such CDEC

#### 11.6 Price For Goods Manufactured in India

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

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

#### 11.7 Applying duty/tax exemptions for End User

The Bidder must indicate the applicable rate of Central/ State Excise Duty / GST etc. 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 etc. 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

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.

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,

100% payment against delivery and satisfactory Installation, Commissioning and Acceptance.

**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.

**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 " **Dabolim Airport, Goa** 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.

**21 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.

**22 Deviations**

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.

**23 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

**24 Performance Security / Bank Guarantee**

- a) The successful bidder or their local Indian authorized agent or distributor or representative shall submit a Performance Bank Guarantee @ 10% of the total cost of equipment/goods along with order acceptance i.e. by sending a signed and stamped copy of the P.O., **within 4 weeks** time of the placement of Purchase Order.
- b) The performance security shall either be in the form of Bank Guarantee or Fixed Deposit Receipt from any Nationalized / Commercial Bank in favour of "**PAO, MeitY, New Delhi**" payable at Panaji Goa. Performance security through cash/DD/cheque/Banker Cheque is not acceptable. PBG shall be verified from the concerned bank before opening of LC.
- c) Performance security must be valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- d) Performance security in case of supplier from government (Centre, State)/ Public sector / government autonomous bodies may be exempted.
- e) In case of foreign bidder, the performance security submitted by bidder's Indian office / Representative / Distributor will be acceptable. Also if the PBG is being submitted by the supplier through of foreign bank, then its acceptance/Authorization charges by a nationalized bank in India will be borne by the supplier/Principal only.

Note:

- i) In case supplier fails to deliver the items within stipulated period or fails to provide satisfactory after sales service within the warranty period, the **performance security submitted by the bidder, is liable to be forfeited.**

**25 Security Deposit/ Bid Security**

The selected Bidder will submit a Security Deposit/ Bid Security Declaration, as applicable 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 / Bid Security Declaration is to be made in the same manner and form as for the PERFORMANCE BANK GUARANTEE mentioned above;
- c) This Bid Security Declaration /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 PANAJI, Goa.

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 **Panaji / Bangalore / Mumbai** 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 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.

#### **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 Manual**

The Bidder shall have to provide the Operating Manual, valid Calibration Certificate and service manual (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. 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, MeitY, 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 **Panaji, (Goa), 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	STANDARD THERMOCOUPLE "S" TYPE	01	ETDC(GO)/St/13/2021/ACTE- XXIV / 289	15.01.2022 AT 18:00 HRS.

## Chapter – IV : Specifications & Allied Technical Details

### 38 Specification of Stores / Services

S/N	Parameters	Criteria & Deviation etc.
		"Please refer page no. 18 for detailed Technical Specification"

Detailed General & Commercial terms and conditions are stated hereinbefore.

### 39 Estimated Price:

## Chapter – V : Price Schedule

Tender No.	Nomenclature of Stores / Services	Bid Security
ETDC(GO)/St/13/2021/ACTE- XXIV / 289	STANDARD THERMOCOUPLE "S" TYPE	Refer Annexure-XA (Page 16)

**ANNEXURE – X A**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMO  
(On Bidders Letter head)**

I / We, the authorized signatory of M/s ..... , participating in the subject tender No . ..... for the item / job of .....  
..... , do hereby declare :

- (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) (ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Ministry of Electronics & Information Technology, Government of India,for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder  
Name of Authorized Signatory .....  
Company Name .....

**ANNEXURE – X B**  
**MODEL BANK GUARANTEE FORMAT FOR FURNISHING PBG**

To

The President of India  
Through  
PAO, MeitY, New Delhi  
For **Director**  
**Electronics Test & Development Centre, Goa**

WHEREAS.....(name and address of the supplier)  
.....  
(hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer  
.....  
.....

Seal, name & address of the Bank and address of the Branch

**ETDC – GOA****Tender No. ETDC(GO)/St/13/2021/ACTE-XX IV /289**Specification of **STANDARD THERMOCOUPLE “S” TYPE (Pt /Pt 10% Rh)**

<b>S/N</b>	<b>Parameters</b>	<b>Criteria &amp; Deviation etc.</b>
1	Temperature range	: 0 to 1400 °C
2	Dimension of Alumina Sheath	: Sheath length upto 500 mm or more with holding handle, Sheath dia 6.25 mm to 7.00 mm.
3	Material of protection sheath for Thermocouple.	: Alumina Sheath.
4	Calibration uncertainty or accuracy	: ± 0.6 °C upto 600 °C or better ± 0.1% of reading above 600 °C or better
5	Connection leads to readout	: Atleast 1500 mm long, flexible teflon coated with connecting lugs.
6	Sensor Immersion	: Atleast 100 mm. :
7.	Service Support	: After sale on-site service support is required.
8	Calibration certificate	: Calibration certificate from ISO/IEC 17025:2017 Accredited calibration laboratory. (minimum 5 temperature points covering full range)
9	Warranty	: 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.
10	Accessories to be supplied	: User/Operating /Service Manual, Carrying Case and Standard accessories if any.
11.	Installation & Commissioning	: At ETDC-Goa site by the supplier

NOTE : Detail specification and product catalog for quoted item must be provided along with quotation

CHECKLIST FOR COMPLIANCE WITH FOLLOWING POINTS OF TENDER DOCUMENT

<b>S/N</b>	<b>Tender terms</b>	<b>Complied Yes/No</b>
1	Quotation Validity 120 days from date of closing of tender.	
2	Document of Firm's / Company Registration Information / Trade License.	
3	EMD/Bid Security Declaration in lieu of EMD as applicable, for required amount, duration & in proper form.	
4	Copies of Successfully executed Purchase orders.	
5	List of Clients.	
6	OEM's Ink-signed Quotation.	
7	Valid Authorization Certificate from OEM.	
8	Printed technical literature of quoted item.	
9	Undertaking to accept EFT payment	
10	Product Origin	
11	Port of Dispatch	
12	Bank Information with IFSC/SWIFT	
13	Warranty One year or more from the date of successfully installation of the item.	
14	Performance Security / BG Terms.	
15	Liquidated Damages/ Penalty Clause.	
16	Local Service Centre Information.	
17	Price Basis. Ex-W / FOB / CIF	
18	P&F Charges.	
19	Freight Charges.	
20	Insurance Charges.	
21	Installation Charges.	
22	Calibration certificate	
23	Terms of Payment	