NIT NO:SETS/PUR/2024/15

Tender is invited for Supply and Installation of Desktop and Workstation (as per Detail specification enclosed as Annexure – VII) with one-year warranty, including testing and training with pre-installation calibrations as per industry standards at Society for Electronic Transactions and Security (SETS), Chennai premises.

1.0	Description & Brief Scope of the work	Supply and Installation of Desktop and Workstation at SETS, Chennai premises with Three Year Warranty and 2 Years AMC (from the date of successful testing in and around Chennai) as per the minimum technical requirements as specified below. As the equipment are planned to be deployed in SETS, Chennai Office, it is the bidders' responsibility to evaluate the site conditions and the technical compliance of the submitted bid.		
2.0	Site Visit	Before submitting the quotations, all the firms are requested to visit site from 10:00 AM to 05:00 PM from 19.03.2024 to 26.03.2024 except Saturdays, Sundays and Holidays.		
3.0	Brief Content of Tender Documents	SETS invite bids for both the products as mentioned in Annexure _ I & Annexure II from the Indian Manufacturers /The Authorized Indian Agents based on two bid system for the aforesaid Procurement as per the details mentioned in this tender document. The Tender is of Indigenous in nature and hence only Indian bidders can participate in the tender. General Purchase Conditions (GPC) Special Purchase Conditions (SPC) Technical Specifications		
4.0	Important Details	Bid Price Schedule (BPS) Tender Mode	Open Tender	
7.0	important Details	Tender Issue date	18.03.2024	
		Tender Closing Date and Time	26.03.2024 at 11:00 hrs	
		Tender Extended upto		
		Tender Opening Date and Time		
5.0	Earnest Money Deposit	Earnest Money Deposit (EMD) of 2% of the quoted value must accompany the offers. EMD will be returned to unsuccessful bidders without any interest. Bids without EMD shall summarily be rejected. Suppliers registered with National Small Industries Corporation (NSIC) such as Micro/Small/Medium/Startup Enterprises registered for supply / service related to this tender are eligible for exemption from payment of EMD / Security deposit for the contract up to the monetary limit for which the unit is with NSIC. (Attested copy of registration certificate shall be furnished in support of the claim of exemption). Exemption given for NSIC/MSME shall be as per the Public Procurement Policy as entitled for MSME by Government of India. It is to be noted that Trading will not come under the purview of MSME.		
5.1	EMD Payment	1 .	cluding Bank Charges) shall, at Bidders orm of a Bank Guarantee from any of the	

DATE: 15.03.2024

		TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF DESKTOP AND WORKSTATION	
		b) The format of Bank Guarantee towards Bid Security shall be in accordance with the form of bid security included in the bidding documents. The bid Security shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested. SETS Account Details are: Bank: - INDIAN BANK, L.B. ROAD BRANCH	
		Account Number: - 6312902297	
		MICR Code : - 600019028	
		MICK Code : - 600019028	
	a) EMD to be submitted in the form of NEFT/RTGS/Bank Guarantee well within the tender closing date and time. If EMD is furnished by Bank Guarantee it should be submitted in a separate sealed cover duly super scribing Supply and Delivery of workstations at SETS, For NEFT/RTGS, the fund transfer details have to be shared with the bidding documents.		
6.0	t	ime. If EMD is furnished by Bank Guarantee it should be submitted in a separate sealed cover duly	
7.0	t s t	ime. If EMD is furnished by Bank Guarantee it should be submitted in a separate sealed cover duly uper scribing Supply and Delivery of workstations at SETS, For NEFT/RTGS, the fund	
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short-listing, award, or contract without incurring any liability or without any obligation to inform the

7.0 ADDRESS FOR COMMUNICATION

The Assistant (Admin/Purchase Officer),

Society for Electronic Transactions and Security (SETS),

affected party of the grounds for such decision.

MGR Knowledge City, CIT Campus, Taramani

Chennai 600 113.

Phone: 91-44-66632505

Fax: 91-44-66632501, Email: purchase@setsindia.net

Any amendment to the Tender will be published only in the SETS WebsiteSETS website details: http://SETSINDIA.IN/TENDERS

It is the tenderers' responsibility to visit the SETS website frequently to know about the latest updates / amendments / corrigendum / addendum / clarifications if any.

The proposals will be opened on the Date &Time mentioned in the documents.

Chief Administrative and Accounts Officer

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I.GENERAL PURCHASE CONDITIONS (GPC)

1. <u>INTRODUCTION</u>

Society for Electronic Transactions and Security is a Registered Society under Society Registration act 1860 intends for Desktop and Workstation at SETS, Chennai premises with one year warranty and five year support (from the date of successful testing in and around SETS, Chennai Campus) including testing and training with pre-installation calibration as per industry standards.

2. **GENERAL INFORMATION**

The Indian Suppliers / Their Authorized Agents are invited to submit a "Technical Proposal" and "Price proposal". Methodology for submission of proposal has been detailed hereunder in this document.

3. **DEFINITIONS**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1. OWNERS / BUYER / EMPLOYER shall mean SETS. Supplier/Contractor shall mean Successful Bidder. "Similar Supply" wherever means Supply and Delivery of Access

Control System - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Chennai (India).

- 2. "Contract" means the Contract signed by the parties, to which these General Purchase Conditions (GPC) and Special Purchase Conditions (SPC) are attached together with all the documents listed in such signed Contract.
- 3. "Contract Price" means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - "Government" means the Government of India.
- 4. "Local Currency" means the currency of the Government of India.
- 5. "Party" means the Owner or the Bidder, as the case may be, and "Parties" means both of them.
- 6. "Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.
- 7. "Services" means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference; and Law Governing the Contract
- 8. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 9. Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 10. Bill of Quantity (BOQ): means price bid / Financial Bid / Price bid with proposal.

4. BIDDING DOCUMENTS

- I. General Purchase Conditions(GPC)
- II. Special Purchase Conditions (SPC)
- **III. Technical Specifications**

Bid Form 1 Technical and commercial bid submission form

Annexure 1 Manufacturer's Authorization

Annexure 2 Proforma of Bank Guarantee for EMD/Bid Security

Annexure 3 Proforma of Bank Guarantee for Contract performance

Annexure 4 Bidder details

Annexure 5 Eligibility Criteria

Annexure 6 Price Bid/BOQ

Annexure 7 DOCUMENTS TO BE Enclosed along with the Technical Bid

Annexure 8 DECLARATION_To be given by Bidders in Company letter head by

Authorized signatory

5. AMENDMENT OFBIDDING DOCUMENT

- 1. At any time prior to the deadline for submission of the Bids, the Owner may amend the Bidding Document by issuing Corrigendum.
- 2. Any Corrigendum/addendum issued shall be part of the Bidding Document and shall be published in the SETS website.
- 3. To give prospective Bidders reasonable time in which to consider a Corrigendum/addendum in preparing their Bids, the Owner may, at its discretion, extend the deadline for the submission of the Bids.

6. PREPARATION OF BID PROPOSALS

- 1. Proposals shall be complete in all respect and shall be submitted with requisite information and Annexure. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialled by the persons who sign the proposals.
- 2. For preparation of Proposals, Bidders are expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.
- 3. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 4. Indian agent on behalf of the Principal OEM and Principal OEM cannot bid simultaneously for the same item/product.
- 5. The same agent should not submit a bid on behalf of another Principal OEM in the same tender for the same item/product.

7. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, negotiation, discussion etc. and the Owner shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8. LANGUAGE OF BID

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

9. VALIDITY OF OFFER

The proposals shall remain valid for a period of 180 days from the date of opening of Bid. In exceptional circumstances the Owner may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder.

10. CONDITIONS FOR FORFEITURE OF EMD

The Earnest Money Deposit/Bid Security shall be forfeited in any of the following circumstances by the Employer/Owner without any notice:

- 1. If the Bidder withdraws or varies its Bid during the period of Bid validity specified by the Bidder in the Bid Proposal.
- 2. If the Bidder does not accept the correction of its Bid Price pursuant to clause 19.0 of GPC.
- 3. If the Bidder does not withdraw any deviation listed in prescribed Deviation Schedule of BPS at the cost of withdrawal indicated by him.
- 4. If the Bidder refuses to withdraw, without any cost to the Owner, any deviation not listed in prescribed Deviation Schedules of BPS but found elsewhere in the Bid.
- 5. In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award/Purchase Order.
- 6. In the case of successful Bidder, if the Bidder fails, within the time limit, to furnish the required Contract Performance Guarantee/Security Deposit.

11. RELEASE OF EMD

- 1. The EMD of all the unsuccessful Bidders shall be returned as promptly as possible, but not later than 1 month after expiration of bid validity. EMD shall not carry any interest.
- 2. The EMD of the successful Bidder shall be retained once the successful Bidder has accepted the Letter of Award/ Purchase Order and furnished the required Contract Performance Guarantee/Security Deposit after adjusting EMD.

12. INELIGIBILITY FOR FUTURE TENDERS

Notwithstanding the provisions regarding forfeiture of Bid Security specified above, if a bidder after having been issued the Letter of Award/Purchase, either does not accept the order/Letter of award or does not sign the Contract Agreement or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in future tenders.

13. DOCUMENTS FOR OUALIFYING REQUIREMENTS

The bidder shall furnish documentary evidence in support of meeting the following Qualifying Requirements:

- The bidder should be a reputed manufacturer/ supplier /dealer with minimum 3 years of experience in the relevant field as on 31.12.2023.
- The average annual turnover of the bidder in the preceding three (3) financial years as on bid opening date shall not be less than 64 Lakhs (Scanned Copy of Certificate needs to be furnished).
- Supplier should have successfully completed 3 Similar Supply for the last 3 years. Bidder should attach the relevant documents like work order, work completion certificates for completed Projects/Works/Supplies, end user certificates along with the tender document. The work order value of the completed similar projects should be either of the following (Values are exclusive GST):
 - a. Three similar completed supply each costing not less than 40%.

Or

b. Two similar completed supply each costing not less than 60%.

Or

- c. One similar completed supply costing not less than 80%.
- Bidders registered with National Small Industries Corporation (NSIC) including Micro/Small/Medium Enterprises & Companies will be exempted from prior turnover and experience, subject to meeting of quality and technical specifications. Any sort of relaxation granted under this clause is applicable to Indian Suppliers only.
 - However, Customer Feedback certificate for three successful supply of Desktops and Work Stations systems is mandatory for all suppliers Any Relaxation/Exemption on Eligibility criteria given for NSIC/MSME shall be as per the Gol rules
- Bidder should provide the proposed detailed work plan, methodology and time schedule to complete the scope of work in the stipulated time.

14. TECHNICAL PROPOSAL

- 1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid complete list of goods as given in the Price Bid without prices, the documentary evidence wherever applicable that the Goods and Related Services conform to the requirements specified.
- 2. Apart from the technical requirements as stipulated in the bid documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements. If applicable, a statement of deviations and exceptions to the provisions of Technical specifications will be submitted by the bidder separately.

15. PRICE PROPOSAL

- 1. For preparation of the 'Price Proposal/ BOQ", Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Proposal shall be made in 'Bid Proposal', annexure 6of Bidding Documents.
- 2. The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.
- 3. All prices to be quoted by the Bidders will be in Indian Rupees and/or any convertible foreign currency on firm price basis and to remain valid during the currency of the Contract.
- 4. Bidders shall necessarily submit the prices in the enclosed format for Bid Price Schedule only.
- 5. The total prices arrived at in the 'Price Bid', are to be entered in the 'BOQ'. These prices shall stand corrected as elaborated elsewhere in this document.

16. <u>DEVIATIONS</u>

Bidders should generally agree to all the terms and conditions of the bid documents. However, deviation / exception / assumption, if any should be stated separately shall be submitted along-with "Bid Proposal', failing which it would be presumed that all terms and conditions are acceptable to them. In case the bidder has taken any deviation, the bidder must indicate the withdrawal cost in the bid document.

17. EVALUATION OF BIDS

- 1. The Owner will determine whether the Proposals are substantially responsive to the Bidding Document and their proposal is complete. Material deficiencies in the proposal may render the proposal non-responsive and may lead to the rejection of the proposal.
- 2. To evaluate a Bid, SETS shall only use all the criteria and methodologies defined in this document.
- 3. To evaluate a Bid, SETS shall consider the following:
 - a) The bid price as quoted as per BOQ / Bid Price Schedule
 - b) Price adjustment due to discounts offered; and
 - c) Price adjustment due to application of the evaluation criteria.
- 4. Any evaluation criteria specified in Special Purchase Conditions (SPC) shall override all other similar related clauses appearing elsewhere in the bid documents.

18. <u>DISCREPANCIES IN BID</u>

In case of discrepancies in bids, the following will be adopted to correct the discrepancies for the purpose of evaluation.

- 1. In case of discrepancy between the original & copies of bid, the original bid will be considered as correct.
- 2. In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.
- 3. In case of discrepancy between unit price and total price, the unit price will be considered as correct.
- 4. In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

19. <u>CLARIFICATION OF BIDS</u>

A prospective Bidder requiring any clarification of the Bidding Document shall seek clarifications through E-mail at purchase@setsindia.net. Should the Owner deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so by amendment in the tender. During evaluation, the Owner may, at their discretion, ask any Bidder for a clarification of its Bid. The Owner's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted. No clarification regarding tender shall be entertained after the bid submission due date.

20. <u>CONTACTING THE OWNER</u>

- 1. Subject to GPC clause 19.0, no Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.
- 2. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

21. OWNER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

The Owner reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder (s) of the grounds for the owner's action.

22. AWARD CRITERIA

The owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

23. CONTRACT

1. The Owner shall send to the successful Bidder the Purchase Order/Letter of Award (LOA).

- 2. The contract shall come into effect from the date of issue of Letter of Award/Purchase Order.
- 3. Successful bidder on whom Contract/LOA/Purchase Order is placed shall hereafter be called Supplier.

24. SIGNING OF CONTRACT

For order value more than 10 lakhs initially a letter of Intent/PO will be sent from SETS. Within one week, the successful bidder should send the acceptance of the LOI/PO. Upon the receipt of acceptance, a contract will be signed between SETS and the successful bidder.

25. <u>DELIVERY and PAYMENTSCHEDULE</u>

Supply and Delivery of Desktop and Work Stations shall be delivered within the stipulated time mentioned in the Purchase Order. The Delivery of New Brand Desktops and Work Stations shall be on Delivery Duty Paid (DDP) incoterm basis at SETS, Chennai.

• 90% of the payment shall be made within 30 days upon delivery of the items in the required quantity in good condition followed by inspection, acceptance, and successful completion of Installation of the equipment including OS by SETS. It is subjected to the satisfactory receipt of materials/equipment as specified in the Bill of quantity.

Following documents shall be produced by Supplier:

- i. Invoice ii. Delivery challan
- iii. Checklist

iv.Acceptance from SETS

•Remaining 10% of the payment shall be made on completion of the Warranty period of as specified in the technical specifications or against bank guarantee equal to 10% value, validfor 3 months beyond warranty period.

26. <u>CONTRACT PRICE</u>

The Contract Price shall be as specified in the Purchase Order / LOA.

27. <u>SCOPE OF SUPPLY</u>

- 1. The Goods supplied shall be as specified in the technical specification and Price Schedule. The successful bidder shall supply all the Goods as per the Delivery Schedule that may be specified.
- 2. Unless otherwise stipulated in the Contract (Purchase Order / LOA), the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 3. The Successful bidder shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

4. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

28. <u>SECURITY DEPOSIT</u>

Successful bidder on whom Contract/LOA/Purchase Order is placed shall hereafter be called Supplier.

- 1. Within thirty (30) days of the receipt of Purchase Order/Letter of Award from the Owner, the Supplier shall furnish Security Deposit in any form acceptable to the Owner for 5% value of the order including taxes and duties (less EMD when paid by DD/Banker's Cheque).
- 2. Failure of the supplier to submit the above-mentioned Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 3. Security Deposit may be submitted in any of the following forms:
 - i) A crossed Demand Draft/ Bankers cheque drawn in favour of SETS Payable at Chennai
 - ii) An irrevocable Bank Guarantee as per the SETS standard format from any nationalized bank / Scheduled Bank as acceptable to SETS.
- 4. The validity of the Security Deposit in the form of Bank Guarantee shall be for an additional period of 3 months beyond the date of delivery of goods/services as per clause 25 or actual date of delivery whichever is later.
- 5. The Security Deposit will be refunded against Performance Bank Guarantee to be provided by the bidder as per Clause 25.0 of GPC.

29. AUTHORISED REPRESENTATIVE

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Owner or the Bidder may be taken or executed by the officials authorized for the purpose.

30. INSURANCE

The Bidder will be responsible for taking out any appropriate insurance coverage upto the delivery location of the equipment/till successful handing over of the equipment to SETS as mentioned in the Special Purchase Conditions at their own cost as may be required against all risks including theft/fire. The insurance coverage will be arranged by the successful bidder.

31. FREIGHT

The Bidder will be responsible for safe delivery of material to the location mentioned in the Special Purchase Conditions at their own cost. Therefore, the prices quoted must be inclusive of freight and insurance.

32. PACKING

The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, handling and storage. The Bidder will be responsible for any loss or damage during transportation, handling and storage due to improper packing. All packages should be marked with Contract no. and date. Each package must contain packing slip and literature, if any.

33. <u>INSPECTION AND TESTS</u>

- 1) The Inspection shall be carried out by the technical experts of SETS after the Installation and Commissioning of the Project as mentioned in the tender document.
- 2) Wherever the Supply/Installation so completed is subject to testing, it shall be done as per the standards mentioned in the Technical specifications.

34. WARRANTY

- a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions.
- b) The warranty shall remain valid for the period of three year for the Desktop and Workstation after the successful testing in and around Chennai including testing and training with pre-installation calibration as per industry standards. Further, 2 years AMC Shall be applicable after the completion of the warranty period
- c) If having been notified, the Supplier fails to remedy the defect; the Owner may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Owner may have against the Supplier under the Contract.

35. PATENTS

All royalties and fees for patents covering material/equipment or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.

The Supplier shall hold harmless and indemnify the Owner from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.

The Supplier shall promptly notify the Owner in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Owner of any information, recommendation or specifications, services rendered by the Contractor.

The Supplier, in such case, shall furnish at its own cost make and furnish to the owner alternative specifications or recommendations to avoid the same and without putting the owner to any additional cost.

36. <u>INDEMNIFICATION</u>

The Supplier shall, at its own expense, defend and indemnify the owner against all third part claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.

The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Owner shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses at the court and legal fees.

The Owner will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim. Final payment to the Supplier by the Owner will not be made while any such suit or claim remains unsettled.

37. REMOVAL OF REJECTED GOODS AND REPLACEMENT

- 1. If any delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Owner or his duly authorized representative and notification to this effect will be issued to the Supplier normally within 30 days from the date of receipt of the material at site.
- 2. The supplier shall arrange for removal of the rejected/failure of item(s) during testing within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit. All expenses shall be recoverable from the supplier or any sum due that may become payable to him.

38. MODIFICATION OF CONTRACT

Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.

39. <u>LIQUIDATED DAMAGES</u>

The timely delivery of the material to the mentioned location in SPC including testing, handing over of the equipment and its related services is the essence of the contract. In the event of supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Bidder @ 0.5% (one half of one percent) per week of delay or part thereof. However, the total liability of the Bidder under this clause shall not exceed 10% of the Contract value as awarded.

FORCE MAJEURE

- 1. "Force Majeure" shall mean any event beyond the reasonable control of the Owner or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- 2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.
- 3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.
- 4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract.
- 5. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall
- i. Constitutes a default or breach of the Contract.

- ii. Give rise to any claim for damages or additional cost or expense occasioned there by if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 44.0 of GPC.
- 7. Notwithstanding clause above, Force Majeure shall not apply to any obligation of the Owner to make payments to the Supplier herein.

41. NO BREACH OF CONTRACT

The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and has informed the other Party as soon as possible about the occurrence of such an event.

42. <u>OBLIGATIONS OF THE BIDDER</u>

The Bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-bidder or third parties.

43. RISK PROCUREMENT

In the event of Suppliers failure to render service of acceptable quality in scheduled delivery period, SETS reserves the right to procure services from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, SETS shall retain the right of forfeiture of Contract performance Guarantee (CPG) and or any other action as deemed fit.

44. <u>SETTLEMENT OF DISPUTES</u>

If any dispute(s)or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s)or difference(s) arose, such dispute(s) or differences shall be referred to and settled by sole arbitration of the Secretary, Ministry of New and Renewable Energy, New Delhi or his nominee whose decision shall be final and binding for both the parties, under the provisions of The Arbitration and Conciliation Act, 1996. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Chennai, India and language will be in English.

45. NOTICES

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, fax, or facsimile to such Party i.e. Owner or Bidder.

46. <u>TERMINATION</u>

The Owner may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Supplier to be given after the occurrence of any of the events specified in paragraphs(1) to (4) of this Clause and sixty (60) days' in the case of the event referred to in (5) below:

- 1. If the Supplier does not remedy a failure within thirty (30) days.
- 2. If the Supplier becomes insolvent or bankrupt;
- 3. If as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events or;
- 4. If the Supplier, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
- 5. If the Owner, at its sole discretion, decides to terminate this Contract.

47. TAXES & DUTIES

- 1. The prices shall be inclusive of all taxes & duties leviable and the Owner shall not be liable for the same. But Goods and Services Tax shall not be reckoned for the evaluation purpose. However, GST will be paid at prevailing rates during the Currency of the Contract.
- 2. For the purpose of the contract, it is agreed that the contract price specified in Bid Price Schedule is based on the taxes duties and charges prevailing at seven (7) days prior to the last date of bid submission date. Bidders are requested to provide the breakup of taxes in the Bid Price Schedule prevailing at seven (7) days prior to the last date of bid submission date.
- 3. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be accessed on the bidder in connection with performance of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction there from as the case may be.

48. TAX DEDUCTION AT SOURCE(TDS)

TDS will be deducted as applicable. Valid Permanent Account Number (PAN) is Mandatory.

49. PAYMENTS TO THE BIDDER

Payment will be made to the account of the bidder and according to the payment terms stated in GPC Clause 25.0 based on the certification of Group Head. The payments shall be made after the conditions listed for such payment have been met, and the Bidder

has submitted an invoice to the Owner specifying the amount due. Payment shall be released within 30 days of receipt of invoice complete in all respect as per Payment terms mentioned in SPC.

50. <u>JURISDICTION</u>

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Chennai and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

51. LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

- 1. the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and
- 2. the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement. In the event of summons from Government organizations like GST authorities, SETS shall recover such sums as directed by the authorities and remit the same to them under intimation to the suppliers.

52. <u>ACCIDENT OR INJURY TO WORKMEN:</u>

SETS shall not be liable for any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other men in the employment of the contractor or sub-contractor. The contractor shall indemnify and keep indemnify SETS against all such damages and compensation, and against all claims, proceedings costs, charges and expenses whatsoever in respect thereof of in relation there to. The insurance shall be within the contract price. It is the responsibility of contractor to ensure prompt settlement of such claims as admissible in law without waiting for settlement of insurance claims.

53. OWNERSHIP:

All data and accompanying documents & records, both working and fair, acquired or created in the contract shall become the property and copyright of SETS. Copyright and intellectual property rights will belong to SETS, Chennai.

54. COMPLIANCE OF RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017:

Restrictions on procurement from a bidder of a country which shares a land border with India:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of

Or

- entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official:
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

55. OPTION CLAUSE:

SETS reserves the right to increase/decrease the ordered quantity by up to 25 (twenty-five) percent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the date of the delivery period (or the extended delivery period).

56. <u>CORRUPT/FRAUDULENT PRACTICES</u>: It is expected that the bidders who wish to bid for this project have highest standards of ethics. SETS will reject the bid if it determines that the bidder participating in this tender has engaged in corrupt or fraudulent practices while competing for this tender and / or submitted false statement/certificate/information. SETS will also declare such bidder ineligible for participating in SETS tenders, either indefinitely or for a stated duration.

A declaration shall also be attached along with the bid as given at Annexure 8.

II. SPECIAL PURCHASE CONDITIONS (SPC)

1. LOCATION:

 The delivery location of Desktops and Work Stations as per the quantity specified in the tender document Vide Annexure – VI shall be at Society for Electronic Transactions and Security (SETS), M.G.R. Knowledge City, C.I.T. Campus, Taramani, Chennai 600 113

2. BIDDING TYPE:

• Two Bid System (Technical and Financial Bid). Technical and Financial Bid to be submitted in the separate cover. In case both the technical and financial bid have been received in the same cover, the quotations submitted by the firms will not be considered for further process.

3. EVALUATION CRITERIA:

Evaluation of the instruments shall be carried out as referred herein under.

- Evaluation shall be done on Total Solution basis.
- After the scrutiny of Technical offers/proposal by a Technical Committee, the price bids of the technically qualified tenderers will be opened.
- Bid Price shall mean the total package price of all the instruments (6 packages and its related items) listed in the Price Bid for its complete scope of Work.
- The Goods and service tax will not be considered for bid evaluation. Separate column for GST is given in the price bid, but the GST applicable for the equipment shall not be considered for financial evaluation purposes. L1 rate shall be calculated without GST only. Prices inclusive of GST will be included in the Purchase Order to be issued.
- The rates mentioned shall be on DDP (Delivery Duty Paid), SETS, Chennai basis

so that it is inclusive of all the applicable duties & statutory levies if any and the rates accepted should remain firm with no escalation being permitted. No representation for enhancement of price accepted will be considered.

- SETS is eligible for concessional Customs duty and GST as applicable, being a Research and Development Organization. Hence if the instrument is imported by an Indian Agent from its Principal/OEM, Necessary documents/certificates will be provided by SETS for smooth clearance of the equipment at concessional rates. Any supplemental, incidental & ancillary expenses/costs in this regard is deemed to be included in the price quoted.
- TOTAL COST of the equipment arrived after arithmetical corrections including concessional import Duties, freight & insurance for Desktops and Work Stations as indicated by the suppliers has to be included in the final bid price. While quoting, the concessional rates applicable for SETS shall be taken into account for the statutory levies/duties as mentioned above.
- The overall evaluated cost arrived at in this manner shall be taken for cost comparison and final evaluation.

4. Scope of Work/ Supply:

- 1. The Instruments to be supplied shall be in good working condition. Warranty for all the instruments shall be for a period of Three Year from the date of successful testing in and around Chennai as stipulated by SETS.
- 2. The supplier shall provide training for independent operation of Desktops and Work Stations System to SETS team/ authorized persons from SETS.
- 3. The supplier shall mentioned the brand name & model no of each instrument and provide the complete user manual/guide for each instrument as mentioned. In addition to that, bidder shall submit the complete literature document related to the said equipment / machinery.
- 4. The bidder will be responsible for safe delivery of material at their own cost. Therefore, the price quoted must be inclusive of freight and insurance.
- 5. The supplier shall provide a list of Tools/Tackles for installation, operation and maintenance of the test equipment. The list shall be submitted along with the bid. The list shall be verified and certified mutually at the site of delivery.
- 6. The supplier shall provide a list of critical spares and deliver them along with instruments. The list shall be submitted along with the bid.
- 7. The instrumentation shall have high quality GPS time synchronization for local time.
- 8. The instrument/device should measure the Desktops and Work Stations Systems as specified in the Technical specifications.
- The supplier has to provide suitable power supply unit and all required accessories for Desktops and Work Stations Systems. All sensors should be powered up by internal battery source by default with desired voltage ranges.
- 10. The latest available own individual software version must be made available along with these sensors. Any further communication with all individual sensor configuration change or fixes made after the installation of device(s) software must be recorded in the device log.

- 11. The supplier has to carry out the Installation and testing of Desktops and Work Stations Systems at SETS specified site (probably in and around the Chennai SETS, Chennai Campus only. The said testing process shall be carried out in presence of SETS representative/ Authorized persons from SETS after the supply of instruments.
- 12. Instrument specifications, User manual, Calibration report and other relevant technical documents shall be submitted along with the bid.
- 13. Demonstration and Training shall be provided to the SETS officials, minimum for two days. Over the period of Testing or during the period of mobilization/demobilization and during transit of instruments, the responsibility shall be in the scope of supplier.

Annexure I

Manufacturer's Authorization On the letter head

n Head (Finance & Administration),
y for Electronic Transactions and Security ,
. Knowledge City, CIT Campus,
ani,
ai 600 113
Sub: Letter of Authorization Ref: Notice Inviting Tender No.: dated
ir,
reby confirm that:
We are the manufacturers of
M/s(Name of Bidder)are authorized to supply the (se) item (s) to you.
They shall supply and provide allied support & subsequent maintenance services during the currency of the contract.

d. we extend our full guarantee and warranty with respect to the Goods offered by the above firm in reply to this NIT and subsequent maintenance, supply of spares & services

e. In the event of their failure to perform any of the activities detailed above w.r.t products manufactured & supplied by us we undertake to arrange to perform the same, without

in the event of award of contract

any additional financial implication to SETS.

Annexure- II

PROFORMA OF BANK GUARANTEE FOR EMD/BID SECURITY

Bank Guarantee No	Date:
Division Head (Finance & Administration), Society for Electronic Transactions and Securit M.G.R. Knowledge City, CIT Campus, Taramani, Chennai 600 113	:у,
Dear Sirs,	
having its registered/Head Office atthe 'Bidder') wish to participate in the tender)	datedM/s(***)(hereinafter called he said Bid for(name of Security for an amount of(*)valid is required to be submitted by the Bidder as a said bid, which amount is liable to be forfeited on d in the Bidding Documents.
(#) guarantee and under (hereinafter called 'the Owner') the amour without any reservation, protest, demand ar	Bank] having our head office at rtake to pay immediately on demand by SETS at(*) (in figures and words) and recourse. Any such demand made by the said irrespective of any dispute or difference raised by
further extension of this guarantee is require	I remain valid up to(@)
In witness whereof the Bank, through its author on this	
Witness Signature Designation Bank's Common Seal Power of Attorney No Official Address	

Annexure-III

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

Bank Guarantee No	Date:
Division Head (Finance & Administration), Society for Electronic Transactions and Security , M.G.R. Knowledge City, CIT Campus, Taramani, Chennai 600 113 Dear Sirs,	
or meaning thereof include its successors, administ Registered/Head Office at(hereinafter the context or meaning thereof, includes its successors, Purchase Order No	the 'Purchaser' which expression shall unless repugnant to the context rators and assigns) having awarded to M/s with its referred to as the 'Seller' which expression shall unless repugnant to administrators, executors & assigns) a Contract by issue of Purchaser's
(hereinafter referred to as the 'Bank' whici include its successors, administrators, executors & ass demand any and all monies payable by the Seller to	ting in any way the liability of the Bank under this guarantee, from time act by the Seller. The Purchaser shall have the fullest liberty, without the exercise of any powers vested in them or of any right which they be at any time in any manner, and either to enforce or to forbear to contract between the Purchaser and the Seller or any other course of ak shall not be released of its obligations under these presents by any of the matters aforesaid or any of them or by reason of any other act or on the part of the purchaser or any other indulgence shown by the hich under law would, but for this provision, have the effect of relieving all be entitled to enforce this guarantee against the bank as a principal the seller and notwithstanding any security or other guarantee that the
	liability under this guarantee is restricted toand it shall nd shall be extended from time to time for such period (not exceedingon whose behalf this guarantee has been given.
Dated thisday of20	at
WITNESS SIGNATURE NAME OFFICIAL ADDRESS BANK'S COMMON SEAL	

Annexure IV

Bidder Details

Chief Administrative and Accounts Officer Society for Electronic Transactions and Security, M.G.R. Knowledge City, CIT Campus, Taramani, Chennai 600 113

Dear Sirs,

We, hereby authorize the Owner to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

Bidders Name and Address:

1.NAME OF THE BIDDER	
2.ADDRESS	
3.PIN CODE	
BANK PARTICULARS	
A)BANK NAME	
B) BANK TELEPHONE NO. (WITH STD CODE)	
C) BRANCH ADDRESS	
D) BANK FAX NO (WITH STD CODE)	
E) BRANCH CODE	
F) BANK ACCOUNT NUMBER	
G) 11 DIGIT IFSC CODE OF THE BANK BRANCH	
H) BANK ACCOUNT TYPE (TICK ONE)	
5. PERMANENT ACCOUNT NUMBER (PAN)	
6. Valid E-MAIL Address and Contact Number for	
Correspondence	
7. Contact Number (Mobile)	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Owner responsible SIGNATURE.

DATE		
		(AUTHORISED SIGNATORY)
	Name:	
		ΩΕΕΙCΙΔΙ STΔΜΡ

Annexure V

IX. Abstract of Eligible/Completed Supply of the Firm (With reference to Clause 13 of GPC)

SI. No	Name of Project	Name of Client (Address, phone & email)	Capital cost of project (In Rs. lakhs.)	Date of Commencement of the Project	Date of Completion of the Project	Duration
1						
2						
3						

Note:

The Firm should attach separate sheets to provide brief particulars of other relevant experience. Only Projects/work completed before the Tender issue date should be mentioned. Sufficient documentary evidence of the work (Work Order and Completion Certificate) satisfying the condition shall be attached.

1. Desktop (16 GB RAM) with 24" monitor – 15 No's

Items Features		
Processor	Intel Core i5 12400	
RAM	16GB DDR4 3200 MHz	
Internal Storage	512 SSD with 1 TB SATA 7200 rpm	
Graphics Card	Compatible Graphics cards	
Ports	6x USB 3.1 G1 Type-A, 2x Ethernet ports, 1x Comport/ serial port	
Optical and Removable	DVD Writer, SD Card Reader	
Storage		
Input Devices	Slim Keyboard and Mouse (scroll and two buttons)	
OS	Windows 10 Pro 64 for Workstations, upgradable to Windows 11	
MS office Preloaded Ms office home & student 2021is preferable		
	Or	
Ms office home & student 2021can be supplied separately		
	Monitor	
Display Size	24"	
Display Type	IPS w/LED backlight	
Warranty		
5 Years Onsite Service with Hardware Support		
Installation		
Installation shall be completed at SETS, Chennai Campus within 10 days of supply of the items		

2. Workstation (128 GB RAM) with 24" monitor - 05 No's

Items Features		
Processor i9-13900K (8 performance (16 efficient) cores, 32 threads)		
RAM	128 GB (32GB x 4) DDR4, Non- ECC	
Internal Storage	SATA SSD 1TB x 2	
Graphics Card	NVIDIA® T1000 (4 GB GDDR6 dedicated 896 Cores)	
Ports	6x USB 3.1 G1 Type-A, 2x Ethernet ports, 1x Comport/ serial port	
Network Connectivity	1) Intel® I350-T2 dual-port GbE NIC	
	2) Intel® Wi-Fi 6 AX201 (2x2) and Bluetooth® 5 combo	
OS Linux		
	Monitor	
Display Size	24"	
Display Type	IPS w/LED backlight	
	Warranty	
5 Years Onsite Service with Hardware Support		
Installation		
Installation shall be completed at SETS, Chennai Campus within 10 days of supply of the items		

Signature of supplier, seal and date:

Contact Person Details:

SOCIETY FOR ELECTRONIC TRANSACTIONS AND SECURITY (SETS)

(Registered under The Societies Registration Act XXI of 1860 Registration No. S.42605 of 2002)

Operational Headquarters

M.G.R. Knowledge City, C.I.T.Campus, Taramani, Chennai – 600 113 Phone: 044-66632505, Fax No: 044 - 66632501

Website: http://www.setsindia.in

Annexure - VII

DOCUMENTS TO BE Enclosed along with the Technical Bid

S.No.	Particulars	
1.	Scanned Copy of EMD / NSIC /MSME certificate	
2.	Registration copy of the organization	
3.	Auditor Certificate confirming the Turnover for the pastthree years 2020-21,2021-22 and 2022-23	
4.	GST Registration certificate	
5.	Manufacturer's Authorization	
6.	Proforma of Bank Guarantee for EMD/Bid Security	
7.	Bidder details	
8.	Eligibility Criteria	
9.	Price Bid/BOQ (Both Technical and Price bid to be submitted separately) (As per Annexure 6)	
10.	DECLARATION To be given by Bidders in Company letter head by Authorized signatory (As per Annexure 8)	

SOCIETY FOR ELECTRONIC TRANSACTIONS AND SECURITY (SETS)

(Registered under The Societies Registration Act XXI of 1860 Registration No. S.42605 of 2002)

Operational Headquarters

M.G.R. Knowledge City, C.I.T.Campus, Taramani, Chennai – 600 113 Phone: 044-66632505, Fax No: 044 - 66632501

Website: http://www.setsindia.in

Annexure-VIII

DECLARATION

(To be given by Bidders in Company letter head by Authorized signatory)

- "All the information provided herein and attached hereto are true to the best of knowledge and belief of (Company/Bidder name). It is further certified that in the event of any false information provided by (Company/Bidder name):
- a. the bid submitted by us is liable for rejection summarily at any stage of bidding process and the EMD/Bid Security submitted by our firm is liable to be forfeited in addition to the relevant action under appropriate rules.
- b. In case of contract is awarded to us, the contract is liable for termination and the Security deposit/Performance security submitted by our firm is liable to be forfeited in addition to the relevant action under appropriate rules.

Authorised Signatory with date