

Bid Document

**e-Tender for Supply of
Miscellaneous IT Items**

For DoT HQ, Sanchar Bhawan

Tender No. 7-1/2015-16/IT-I, dtd 01-12-2016



**Government of India
Ministry of Communications and IT
Department of Telecommunications
Sanchar Bhawan, 20, Ashok Road
New Delhi - 110001**


(Visit us at <http://www.dot.gov.in>)

Price: Rs. 500/- only

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SECTION –I

	<p style="text-align: center;">DEPARTMENT OF TELECOMMUNICATIONS SANCHAR BHAWAN, 20, ASHOK ROAD, NEW DELHI - 110001 NOTICE INVITING TENDER (For publishing in the Website)</p> <p><u>Tender No.: 7-1/2015-16/IT-I</u> <u>Dated: 01-12-2016</u></p>
Office of Issue	Department of Telecommunications IT Cell, Sanchar Bhawan New Delhi-110001
Tender No.	7-1/2015-16/IT-I
Tender Forms Available at Website	http://www.dot.gov.in , http://eprocure.gov.in/eprocure/app
Date and Time of Issue/Publishing	01-12-2016 10:30 Hrs
Document Download/Sale Start Date & Time	01-12-2016 10:30 Hrs
Bid Submission Start Date & Time	01-12-2016 10:30 Hrs
Bids Submission Last Date & Time	27-12-2016 15:30 Hrs
Date and Time of opening of Technical bid	27-12-2016 16:00 Hrs
Place of opening of Technical bid	Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001
Date of opening of Financial bid	To Be intimated later

On behalf of The President of India, e-Tenders through e-procurement portal are invited for **supply of Miscellaneous IT Items** for DoT HQ, Sanchar Bhawan from **Original Manufacturers (OEM)** or **Authorized distributors/ Authorized Dealers/ Indian Companies**. Approximate quantities of Miscellaneous IT Items likely to be purchased within twelve months are as per **annexure-A**. Prices quoted should be F.O.R. Destination, inclusive of all levies and taxes and packing & forwarding charges etc. Procurement will be made as per actual requirement on monthly basis.

Bidders shall have to deposit **EMD / bid security of Rs. 60,000/- (Rupees Sixty Thousand only)** in the form of Demand Draft on any scheduled bank at Delhi in favour of **"Pay & Accounts Officer, Deptt. of Telecom Hq, New Delhi-110001"** along with the bid.

Bid Document is available on DoT Website www.dot.gov.in & CPP Portal Website <http://eprocure.gov.in/eprocure/app>, for downloading purpose. An account payee Demand Draft/ Bankers' cheque of Rs. 500/- from any Scheduled Bank payable at Delhi should be enclosed in favor of "Pay & Accounts Officer, Deptt. of Telecom Hq, New Delhi-110001" as Tender fee amount.

ADET(IT), DoT HQ
Contact No. 011-23036374

Annexure –A

S. No.	Item Description	Make	Quantity*
1	Cartridge for Samsung CLP 310 N Printer CLT K 409 S (Black)	Samsung	2
2	Cartridge for Samsung CLP 310 N Printer CLP Y 409 S (Yellow)	Samsung	2
3	Cartridge for Samsung CLP 310 N Printer CLP M 409 S (Magenta)	Samsung	2
4	Cartridge for Samsung CLP 310 N Printer CLP C 409 S (Cyan)	Samsung	2
5	16 GB Pendrive	Moserbaer/ Sandisk (Jet Flash 300)	115
6	1TB USB 3 Backup Plus portable External Hard Disk	Seagate	10
7	Cartridge for Samsung ML-2851	Samsung	180
8	Cartridge for Samsung CLP 620 ND printer Black CLT-K 508 S	Samsung	8
9	Cartridge for Samsung CLP 620 ND printer Cyan CLT-C 508 S	Samsung	5
10	Cartridge for Samsung CLP 620 ND printer Magenta CLT-M 508 S	Samsung	5
11	Cartridge for Samsung CLP 620 ND printer Yellow CLT-Y 508 S	Samsung	4
12	CD, Recordable (Jewel Case)	Moserbaer	25
13	21.5" LED Monitor	Samsung	4
14	CAT – 6 Cable Drum, 305m	D-Link	5
15	IO Box (Single Information Outlet with SMB having shutter facility)	D-Link	50
16	RJ 45 Connectors	D-Link	1000
17	Patch Cord CAT – 6 (2m)	D-Link	80
18	2GB DDR3 RAM (for Desktop) 1066 MHZ	Transcend	150
19	USB Printer cable for HP/Samsung/DELL (15 FT)	HP	10
20	USB cord for printer HP 1007/HP1020 (5 FT)	HP	20
21	VGA cable (10 FT) for Desktop/Laptop	HP/Samsung	30
22	7Ah, 12V SMF Battery (chloride), with Buy-back**	Exide	1000
23	USB 2.0 Keyboard (K200)	Logitech	75
24	USB 2.0 Mouse (M100)	Logitech	100
25	5-Port Switch	D-Link	40
26	8-Port Switch	D-Link	20
27	Web cam C270h HD webcam (with headphone)	Logitech	50
28	5Starr Soft 23 Mouse pad	5Starr/ Digimart	200
29	Samsung Cartridges/ MLTD205S	Samsung	15
30	Creative A50 Wired Laptop/Desktop Speaker(Black, 2 Channel)	Creative	80
31	Slim LAN Card	D-Link	15
32	2 GB DDR2 RAM 5300U	Transcend	40
33	32 GB Pen Drive Jet Flash 350	Transcend	25
34	Logitech B175 wireless mouse	Logitech	30

***The items shall be purchased on monthly basis or as per actual requirement. The Total Quantity purchased within a year may vary from the quantity mentioned here.**

****For each supplied new battery one old used battery would be returned. The price for Battery should therefore be quoted with buy-back (after adjusting the price of returned battery). The total adjusted price is to be quoted. Price of new battery and old battery are not to be quoted separately.**

Note: Rates inclusive of all taxes for original brand should only be quoted and not for identical/ similar items of different brands.

SECTION - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) "The Purchaser" means the Department of Telecommunications (DoT).
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm supplying the goods under the contract.
- (d) "The Goods" means all the equipment, machinery, Computer Hardware/Software and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Validation" is a process through which the equipment/System is tested to ascertain its performance against set technical standards as per Tender Specification in Indian Telecom Network. Validation is carried out in simulated field environment and includes stability, reliability and environment tests.

2. ELIGIBLE BIDDERS:

This invitation for bids is open to **Original Manufacturers (OEM)/ Authorized Dealers / Authorized distributors / Indian Companies** of the tendered equipment as given in Annexure-I. The Bidder must have a Permanent Account Number (PAN). A copy of PAN is to be submitted. The Bidder must have a currently valid Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate. A copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate is to be submitted.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 4.1 Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 4.2 Bidder should do the enrollment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders

should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email-id provided.

- 4.3 Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
- 4.4 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 4.5 The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 4.6 Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 4.7 After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 4.8 If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 4.9 Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- 4.10 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 4.11 From my tender folder, he selects the tender to view all the details indicated.
- 4.12 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 4.13 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 4.14 If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 4.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 4.16 Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 4.17 While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 4.18 The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

- 4.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 4.20 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 4.21 The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 4.22 If the price bid format is provided in a spread sheet file like BoQ_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The PriceBid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 4.23 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 4.24 After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 4.25 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 4.26 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 4.27 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.28 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 4.29 The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 4.30 For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1800-3070-2232, +91-7878007972 and +91-7878007973 or send a mail over to cphp-nic@nic.in, cphp-doe@nic.in.

B. THE BID DOCUMENTS:

5. BID DOCUMENTS:

- 5.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:
- (a) Notice Inviting Tender (Section I)
 - (b) Instructions to Bidders along with instructions for online bid submission (Section II)
 - (c) General (Commercial) Conditions of the Contract (Section III)

- (d) Special Conditions of the Contract (Section IV)
- (e) Technical Specifications and Schedule of Requirements (Annexure I)
- (f) Format for Bid Form (Annexure II)
- (g) Price Schedules (for reference & read only purpose) (Annexure III)
- (h) Format for Performance Security Bond Form (Annexure IV)
- (i) Format for Contract Form (Annexure V)
- (j) Format for Letter of authorization to attend bid opening (Annexure VI)
- (k) Check list and order in which the documents are to be submitted for Technical Bid (Annexure VII)
- (l) Check list and order in which the documents are to be submitted for Financial Bid (Annexure VIII)
- (m) Pre-Contract Integrity pact (Annexure IX)
- (n) Format for Tender Acceptance Letter (Annexure X)

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document.

Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the bid.

6. CLARIFICATION OF BID DOCUMENTS:

- 6.1 A prospective bidder, requiring any clarification of the Bid Document shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.
- 6.2 Any clarification issued by DOT in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

7. AMENDMENT OF BID DOCUMENTS:

- 7.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 7.2 The amendments shall be notified online only through corrigendum, if any.
- 7.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

8. DOCUMENTS COMPRISING THE BID:

Online bids under two envelope/ cover system comprising of **(1) The Technical bid** and **(2) Financial bid** should be submitted online on CPP Portal Website <http://eprocure.gov.in/eprocure/app>

- 8.1 **The technical bid should contain the scanned copy of following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top of documents.**

- (a) Bid security in the form of Bank Draft for Rs. 60,000/-.

- (b) The Check list **[as per Annexure- VII]**
- (c) Letter of Authorization to attend bid opening **[as per Annexure – VI]**
- (d) Power of Attorney duly registered **[As per clause 15.2 of Section II]**
- (e) Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document No. 7-1/2015-16/IT-I (containing 33 pages) by authorized person(s) **[as per clause 12.1 of section II]**
- (f) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be **[as per clause 11.1 of Section II]**
- (g) Copy of Income Tax Return for last two Financial Years **[as per clause 11.1 of section II]**
- (h) Copy of PAN **[as per clause 11.1 of section II]**
- (i) Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate **[as per clause 11.1 of section II]**
- (j) Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years **[as per Clause 11.1 of Section II]**
- (k) No near relative certificate **[as per Clause 33 of Section II]**
- (l) Tender Fee in the form of Demand Draft/ Banker's cheque of Rs. 500/-
- (m) Tender Acceptance Letter **[as per Annexure-X]**

8.2 The financial bid shall contain:

- (a) The check list **[as per Annexure—VIII]**
- (b) Bid Form **[as per Annexure – II]**
- (c) Price schedule (Bill of Quntity/ Price Bid) (Annexure-III) **[as given in <http://eprocure.gov.in/eprocure/app> and to be submitted online.**

IMPORTANT

The bidders must carefully follow the instructions to submit the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>

Tender Acceptance Letter {Annexure-X} should be filled, signed and stamped/certified properly.

9. BID FORM:

The bidder shall complete the Bid Form (Annexure-II) and the appropriate Price Schedule (Annexure-III) furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

10. BID PRICES:

- 10.1 The bidder shall indicate "Per Unit Price", "Total Price" against each item of goods and "Total Price of all Items" it proposes to supply, in the Price Schedule given in Annexure – III. From "Total Price of all Items", "Discounts Allowed" and "Value of Free Supplies" (if included in the list of items from Sl. 1 to 34 of price schedule) may be deducted and on the balance amount taxes/duties/levies may be calculated to arrive at the total value of contract as per Annexure – III.
- 10.2 Prices indicated on the Price Schedule shall be entered in the following manner:
- (i) The price of the goods shall be quoted as total unit price (inclusive of all taxes and levies including VAT) for each individual item.
 - (ii) The bidder shall quote only one price for each item.
 - (iii) The total price for each individual item shall be entered after multiplying the quantity with total unit price.
 - (iv) The Total Price of all Items" shall be calculated by adding the "Total Price" of each individual item i.e., by adding of entries in column (f) for Sl. 1 to 34. From this "Total Price of all Items" "Discounts Allowed" and "Value of Free Supplies" (if included in the list of items from Sl. 1 to 34 of price schedule) may be deducted and on the balance Taxes/Duties/Levies may be calculated to arrive at the "Total Value of Contract" .**
 - (v) Total price of tendered items may be shown in both words and figures and in case of difference the amount shown in words shall prevail and shall be considered for all purposes during the entire period of Tender.
 - (vi) Taxes, if any, have to be indicated separately otherwise it will be presumed that quoted prices are inclusive of Taxes and Taxes shall be paid separately.
- 10.3 The prices quoted by the bidder shall remain firm and fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is to be treated as non-responsive and rejected.
- 10.4 The prices quoted shall remain valid for 150 days from the date of opening of Financial Bid and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.
- 10.5 The unit price quoted by the bidder shall be sufficient in detail to enable the purchaser to arrive at prices of equipment / goods offered.
- 10.6 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.**
- 10.7 The price approved by the DOT for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 10.1 above. Break up in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/payable as per clause 10.2 is for the information of the purchaser.
- 10.8 If there is any reduction in the rates of any taxes the benefit of same shall be passed on to the Purchaser.
- 10.9 All the prices, taxes, levies etc should be quoted in INRs otherwise tender will not be accepted. No foreign exchange will be made available by the purchaser.

All the prices, taxes levies etc., should be quoted in Indian National Rupees, otherwise tender shall not be accepted. No foreign exchange will be made available by the purchaser.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

11.1 The bidder should **scan and submit online**, as part of his bid documents establishing the bidder's eligibility; all the following documents or whichever is required as per terms and conditions of bid documents.

(i) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.

(ii) Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.

(iii) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.

(iv) Copy of Income Tax Return for last two Financial Years

(v) Copy of PAN

(vi) Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate

(vii) Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years. The firm must furnish the certificate in following format (signed and stamped by the authorized signatory):

“It is certified that the firm M/s..... has not been blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years.”

12. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

12.1 The documentary evidence in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance on the DOT's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications and commercial conditions **in the form of signing & stamping all the pages of the original bid document by the authorized person/persons**. In Case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered.

The goods/equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier.

13. BID SECURITY:

13.1 Pursuant to Clause 8 the bidders shall furnish, as part of his bid, an EMD/ bid security for an amount of **Rs. 60,000/- (Rupees Sixty Thousand only)** in the form of Demand Draft/ Banker's Cheque from any scheduled Bank in Delhi/ New Delhi in favour of **Pay & Accounts Officer, Department of Telecommunications Hq, New Delhi-110001**, valid for a period of 150 days from the date of Tender opening and shall be delivered physically to ADET(IT-I), Room No. 720, Sanchar Bhawan , 20 Ashok Road , New Delhi-110001 on or before Bid submission end date & time. Tender Fee of Rs. 500/- (Rupees Five Hundred only) also needs to be delivered physically at the same address on or before last date & time for submission of bids given in clause 8.1 (I) of section-I of this bid document.

13.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to Para 13.6.

13.3 A bid not secured in accordance with Para 13.1 shall be rejected by the purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

13.4 The bid security of the unsuccessful bidder will be returned to the bidder at the earliest after evaluation of the bid and latest on or before the 30th day after the award of the contract.

13.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.

13.6 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or

(b) In the case of a successful bidder, if the bidder withdraws or amends the tender or impairs or derogates from the tender or fails:

- to accept or honor advance purchase order / purchase order.
- to sign the contract in accordance with clause 28
- to furnish performance security in accordance with clause 27.2.

13. PERIOD OF VALIDITY OF BIDS:

14.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the Purchaser; pursuant to clause 19.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 13 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

15. FORMATS AND SIGNING OF BID

15.1 The bidder shall prepare the Technical and Financial bids separately.

15.2 The copy of bid shall be typed or printed and all the pages numbered consecutively and each page shall be signed and stamped by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be accompanied with written power of Attorney duly registered.

15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be authenticated by the person or persons authorized for signing the bid.

D. SUBMISSION OF BIDS

16.1 Bidder should log into the site <http://eprocure.gov.in/eprocure/app> well in advance for bid submission so that he/she upload the bid in time i.e. on or before the last date and time for bid submission.

16.2 Bidder should prepare and submit the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time of bid submission. The details of the Relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 16.3 While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- 16.4 Bidder shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the Relevant instrument.
- 16.5 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 16.6 Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- 16.7 Utmost care shall be taken for uploading Bill of Quantity & Price Bid and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the BoQ in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Bill of Quantity & Price Bid is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere i.e other than in cover 2 will result in rejection of the bid.**
- 16.8 Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the last date and time for bid submission as per Server System Clock. The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.
- 16.9 After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- 16.10 Bidder should follow the server time being displayed on bidder's dash board at the top of the tender website, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

17. LATE BIDS:

- 17.1 Bids will not be strictly received by the Purchaser after the deadline for online submission of bids is over.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The bidder can modify or withdraw his bid after submission only, if resubmission / withdrawal has been configured by TIA during tender creation process.
- 18.2 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS:

19.1 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their end thru their dashboard on the tender website. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in **Annexure- VI**).

19.2 Only one representative for any bidder shall be authorized and permitted to attend the bid opening process physically.

19.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS:

20.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing.

However, no post bid request for clarification from the bidder shall be entertained.

21. TECHNICAL EVALUATION:

21.1 Purchaser shall evaluate the technical bids to determine whether bidders are eligible and their bids are complete in all respect, required securities/ sureties have been furnished, the attached documents have been properly signed and the bids are generally in order and would upload the result of Technical Evaluation online on CPP Portal.

21.2 Prior to the Financial Bid opening, pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.3 **A bid determined as substantially non-responsive will be rejected by the Purchaser and shall, not subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity, or by submitting additional documents.**

22. FINANCIAL BID OPENING/ FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:

22.1 **The purchaser shall shortlist bids of those bidders who are eligible and have submitted substantially technical responsive bid for opening of financial bid. The bidders declared successful in technical evaluation would be called to attend opening of financial bids. The Financial Bids of Technically unsuccessful bidders would not be opened by DoT.**

22.2 The Bill of Quantity / Price Bid if found modified/tampered by the bidder, then the bid will be rejected.

22.3 The evaluation and comparison of responsive bids shall be done on the basis of total price of the goods offered inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule given in Annexure-(III) of the Bid Document.

22.4 The evaluation shall be done to determine lowest bidder (L-1 vendor) on the basis of Total Cost of tendered items. (As given in Para 22.3 and Annexure – III). Also the result of Financial Evaluation would be uploaded online on CPP Portal.

22.5 The Purchaser may ask the bidder to correct any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation before opening of Financial Bid, provided such waiver does not prejudice or affect the relative ranking interests of any other bidder and also the financial bid of the bidder is not changed.

23. CONTACTING THE PURCHASER:

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser in any manner at any time on any matter relating to its bid.

23.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision or any other matter relating to this tender shall result in the rejection of the bid or/and any other action deemed fit by the purchaser including a legal action.

F AWARD OF CONTRACT:

24. PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been approved/validated by the purchaser.

25. PURCHASER'S RIGHT TO VARY QUANTITIES:

The purchaser reserves the right to vary the quantities of goods and services contained in the running tender/ contract up to 25% of the total value of tender within a period of twelve months from the earliest date of acceptance of Advance Purchase Order (APO) at the quoted rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

27. ISSUE OF ADVANCE PURCHASE ORDER:

27.1 The issue of an Advance Purchase Order shall constitute the intention of Purchaser to enter into the contract with the bidder.

27.2 The bidder shall within 7 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with **Annexure-IV** provided with bid documents.

28. SIGNING OF CONTRACT:

- 28.1 The issue of firm purchase Order and Signing of Contract Form shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing of performance security pursuant to clause 27, the Purchaser shall discharge its bid security, pursuant to clause 13.
- 28.3 Enter into an integrity pact as given in **Annexure IX** of the tender document.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 of the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may take appropriate action in the matter.

30. The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender. The Bidder or its authorized signatory should furnish certificate saying that none of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and DOT will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family (HUF).
- (b) Husband and Wife.
- (c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law). The format of the certificate to be given is as follows:

"I.....s/o.....r/o.....hereby certify that none of relative(s) as defined in the tender document (Tender No. 7-1/2015-16/IT-I) is/are employed in DOT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, DOT shall have the absolute right to take any action as deemed fit, without any prior intimation to me."

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

2. STANDARDS:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-I.

3. PATENT RIGHTS:

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY:

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of the contract within **7 days** from the date of issue of Advance Purchase Order by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

4.3 The Performance Security Bond shall be in the form of Bank Guarantee only issued by a Scheduled Bank and in the form provided in '**Annexure-IV**' of this Bid Document. The validity of Performance Guarantee shall be 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

4.4 The Performance Security Bond will be discharged by the Purchaser without interest after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors without any charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.

5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and

replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in *the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY:

- 6.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall commence immediately on placement of Purchase Order EVERY MONTH or as per actual requirements and be completed within **ONE WEEK** thereafter each month.

7. WARRANTY:

- 7.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above.
- 7.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 7.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

8. PAYMENT TERMS:

- 8.1 100% Payment in r/o goods shall be made on its receipt by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- (i) Invoice
- (ii) Delivery Challan/ Bills in duplicate duly pre-receipted
- (iii) Supplier certificate for dispatch
- (iv) Excise gate pass / invoice or equivalent document in case of manufacturer.
- (v) Consignee receipt

8.2 No payment will be made for goods rejected at the time of receiving and the same will be returned to the supplier.

8.3 If subsequent to payment any item of goods received is found defective, the same shall be returned to the supplier and its price shall be adjusted against the next/subsequent bill or performance security of the bidder

9. PRICES

- 9.1 (i) (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- (b) In the case of downward revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- (ii) (a) Prices once fixed will remain valid during the entire period of contract. Increase of Taxes and other statutory duties will not affect the price during this period.
- (b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

10. Change in Purchase Order: The purchaser may, at any time, by written order given to supplier, make change within the general scope of contract.

11 SUBCONTRACTS

The supplier shall not subcontract the work awarded to him under this tender. If it is found at any stage that the supplier has sub-contracted the work, his all pending payments and performance security shall be forfeited to the Government of India and contract will be terminated without any liability to the Department of Telecommunications/ Government of India.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE:

- 12.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchasers reserves the right to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

- 12.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 12.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 14 days) subject to extending performance security by the supplier accordingly.
- 12.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and the Performance securities shall be forfeited.

13 LIQUIDATED DAMAGES

- 13.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the purchase order dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 13.2 below.

13.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.2 % of the value of the delayed supply for each day of delay or part thereof for a period up to 10 (TEN) days and thereafter at the rate of 0.5% of the value of the delayed supply for each day of delay or part thereof for another **six days** of delay. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.**

14 FORCE MAJEURE

- 14.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, terrorist activities, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

15 TERMINATION FOR DEFAULT

- 15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 12;

- b) If the supplier fails to perform any other obligation(s) under the Contract; and
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

15.2 In the event the purchaser terminates the contract in part pursuant to Para 15.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

16. **TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

17. **ARBITRATION**

17.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chairman, Telecom Commission (DoT) or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the Chairman, Telecom Commission (DoT) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairman, Telecom Commission (DoT), or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chairman, Telecom Commission (DoT), or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is DOT Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Telecom Commission (DoT) or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

17.3 The venue of the arbitration proceeding shall be the Office of the Chairman, Telecom Commission (DoT) at New Delhi or such other Places as the arbitrator may decide.

18 **SET OFF**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the DOT or any other person(s) contracting through the DoT and set off the same against any claim of the Purchaser or DoT or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or DoT or such other person(s) contracting through the DoT.

19. The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the '**Instructions to the Bidders**' as contained in Section II & "**General (Commercial) Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III. .
2. In case where bid security is not submitted in the **manner** prescribed **THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.**
3. The small scale industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability **duly certified by NSIC.**
4. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
5. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
6. **The items shall be purchased on monthly basis or as per actual requirement. The Total Quantity to be purchased within a year may be more less than the quantity mentioned at Annexure – A/ Annexure I/ Annexure-III as stted in clause 25 of section II.**
7. Any clarification issued by DOT in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
8. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc. The supply shall be completed within the delivery time as in clause 6 of Section III, from the date of placement of purchase order.
9. The quality of Ribbon Cartridges to be supplied of high quality of reputed branch and should be supplied in sealed containers/packets and also should be capable of printing in bidirectional ways in draft and NLQ modes and should not smear the ink.
10. The quality of print should not be faint and should be legible and clear.
11. DoT Matrix /Laser Cartridges should function properly without any hindrance till the life of the Ribbon/Toner over.
12. The Ribbon should be in the form of endless fabric ribbon with life expectancy in draft mode are approximately five million characters.
13. The quality of Ribbon should be so that it should not spoil the print heads.
14. The Cartridges of both DMP and Laser should be capable of working in an operative environment with Delhi's temperature of 5 to 45 degrees centigrade with relative humidity between 20 to 80 percent RH.

15. The Laser toner Cartridges should also have the capability to print on transparency in addition to normal A4 size paper.
16. Any DMP or Laser cartridges found defective after purchase should be replaced free of cost to the satisfaction of DOT authorities failing which the cost already paid will be deducted from the next Bill /Performance Guarantee furnished by the selected vendor.
17. The cartridges should be wrapped in polyethylene covers, so as to enable the cartridges to be free from dust, getting dried and for proper storage and use latter.
18. The Performance Guarantee would be returned after satisfactory execution of the contract and effecting recoveries, if any for defective cartridges etc, if any supplied or for non satisfactory functioning of any cartridges.
19. Since the quantity given are approximate depending on the usage of the customer, may likely to vary depending upon the actual usage and DOT reserves the right to vary the quantity mentioned by 25%. The selected contractor has to supply quantity ordered upto the extent stated in clause 25 of the section-II.
20. Payment will be done for monthly basis on the actual quantity of the supplies made at the prices approved by the purchaser.
21. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to DOT.
22. DOT reserves the right to:-
 - a) Accept or reject any of the bid and annul the bidding process without assigning any reason what so ever at any time prior to the award of contract,
 - b) Blacklist a bidder for a suitable period in case he fails to honor the terms of this bid without sufficient grounds.
23. The agreement shall be in force for a period of twelve months initially, which may be extendable by a further period of upto twelve months on the same rates, terms and conditions by giving one week's notice in writing to the vendor, if decided upon to do so by DOT.
24. The bid security/ deposit of the bidder would be forfeited, in case he refuses to honor the / A.P.O. issued by the DOT for supply of the materials and deposit performance security within the period specified in the tender/ APO/ letter of intent.
25. Selected bidder has to execute an agreement in the prescribed Performa (Contract Form)-**Annexure-V**- in a non-judicial bond paper of value not less than Rs.50/-(Fifty Only) for the regular supply of the materials in annexure-I, periodically, as per the indent of the DOT and also sign integrity pact in Annexure-IX.

Assistant Director General (IT)

TECHNICAL SPECIFICATION AND SCHEDULE OF REQUIREMENTS

S. No.	Item Description	Make	Quantity*
1	Cartridge for Samsung CLP 310 N Printer CLT K 409 S (Black)	Samsung	2
2	Cartridge for Samsung CLP 310 N Printer CLP Y 409 S (Yellow)	Samsung	2
3	Cartridge for Samsung CLP 310 N Printer CLP M 409 S (Magenta)	Samsung	2
4	Cartridge for Samsung CLP 310 N Printer CLP C 409 S (Cyan)	Samsung	2
5	16 GB Pendrive	Moserbaer/ Sandisk (Jet Flash 300)	115
6	1TB USB 3 Backup Plus portable External Hard Disk	Seagate	10
7	Cartridge for Samsung ML-2851	Samsung	180
8	Cartridge for Samsung CLP 620 ND printer Black CLT-K 508 S	Samsung	8
9	Cartridge for Samsung CLP 620 ND printer Cyan CLT-C 508 S	Samsung	5
10	Cartridge for Samsung CLP 620 ND printer Magenta CLT-M 508 S	Samsung	5
11	Cartridge for Samsung CLP 620 ND printer Yellow CLT-Y 508 S	Samsung	4
12	CD, Recordable (Jewel Case)	Moserbaer	25
13	21.5" LED Monitor	Samsung	4
14	CAT – 6 Cable Drum, 305m	D-Link	5
15	IO Box (Single Information Outlet with SMB having shutter facility)	D-Link	50
16	RJ 45 Connectors	D-Link	1000
17	Patch Cord CAT – 6 (2m)	D-Link	80
18	2GB DDR3 RAM (for Desktop) 1066 MHZ	Transcend	150
19	USB Printer cable for HP/Samsung/DELL (15 FT)	HP	10
20	USB cord for printer HP 1007/HP1020 (5 FT)	HP	20
21	VGA cable (10 FT) for Desktop/Laptop	HP/Samsung	30
22	7Ah, 12V SMF Battery (chloride), with Buy-back**	Exide	1000
23	USB 2.0 Keyboard (K200)	Logitech	75
24	USB 2.0 Mouse (M100)	Logitech	100
25	5-Port Switch	D-Link	40
26	8-Port Switch	D-Link	20
27	Web cam C270h HD webcam (with headphone)	Logitech	50
28	5Starr Soft 23 Mouse pad	5Starr/ Digimart	200
29	Samsung Cartridges/ MLTD205S	Samsung	15
30	Creative A50 Wired Laptop/Desktop Speaker(Black, 2 Channel)	Creative	80
31	Slim LAN Card	D-Link	15
32	2 GB DDR2 RAM 5300U	Transcend	40
33	32 GB Pen Drive Jet Flash 350	Transcend	25
34	Logitech B175 wireless mouse	Logitech	30

***The items shall be purchased on monthly basis or as per actual requirement. The Total Quantity purchased within a year may vary from the quantity mentioned here.**

****For each supplied new battery one old used battery would be returned. The price for Battery should therefore be quoted after adjusting the price of returned battery. The total adjusted price is to be quoted. The price of new battery and old battery are not to be quoted separately.**

Note: Rates inclusive of all taxes for original brand should only be quoted and not for identical/ similar items of different brands.

BID FORM

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said drawings, conditions of contract and specifications for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your purchase order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of20

(Signature)

Signature of.....

in capacity of.....

Duly authorised to sign the bid for and on behalf of.....

Witness.....

Tele No.(s):-

Signature.....

FAX No.(s)

Address.....

E-Mail Address:-

Annexure III (For reference read para 10 of Section II- Instruction to Bidder)
The main price bid must be submitted online in the provided .xls format only.

PRICE SCHEDULE

Sl. No. (a)	Description of Items (b)	Make (c)	Qty. (d)	Rates per Unit (Rs.) (e)	Total Price (Rs.) (f) [(f) = (d) x (e)]
1	Cartridge for Samsung CLP 310 N Printer CLT K 409 S (Black)	Samsung			
2	Cartridge for Samsung CLP 310 N Printer CLP Y 409 S (Yellow)	Samsung			
3	Cartridge for Samsung CLP 310 N Printer CLP M 409 S (Magenta)	Samsung			
4	Cartridge for Samsung CLP 310 N Printer CLP C 409 S (Cyan)	Samsung			
5	16 GB Pendrive	Moserbaer/ Sandisk (Jet Flash 300)			
6	1TB USB 3 Backup Plus portable External Hard Disk	Seagate			
7	Cartridge for Samsung ML-2851	Samsung			
8	Cartridge for Samsung CLP 620 ND printer Black CLT-K 508 S	Samsung			
9	Cartridge for Samsung CLP 620 ND printer Cyan CLT-C 508 S	Samsung			
10	Cartridge for Samsung CLP 620 ND printer Magenta CLT-M 508 S	Samsung			
11	Cartridge for Samsung CLP 620 ND printer Yellow CLT-Y 508 S	Samsung			
12	CD, Recordable (Jewel Case)	Moserbaer			
13	21.5" LED Monitor	Samsung			
14	CAT – 6 Cable Drum, 305m	D-Link			
15	IO Box (Single Information Outlet with SMB having shutter facility)	D-Link			
16	RJ 45 Connectors	D-Link			
17	Patch Cord CAT – 6 (2m)	D-Link			
18	2GB DDR3 RAM (for Desktop) 1066 MHZ	Transcend			
19	USB Printer cable for HP/Samsung/DELL (15 FT)	HP			
20	USB cord for printer HP 1007/HP1020 (5 FT)	HP			

21	VGA cable (10 FT) for Desktop/Laptop	HP/Samsung			
22	7Ah, 12V SMF Battery (chloride), with Buy-back**	Exide			
23	USB 2.0 Keyboard (K200)	Logitech			
24	USB 2.0 Mouse (M100)	Logitech			
25	5-Port Switch	D-Link			
26	8-Port Switch	D-Link			
27	Web cam C270h HD webcam (with headphone)	Logitech			
28	5Starr Soft 23 Mouse pad	5Starr/Digimart			
29	Samsung Cartridges/ MLTD205S	Samsung			
30	Creative A50 Wired Laptop/Desktop Speaker(Black, 2 Channel)	Creative			
31	Slim LAN Card	D-Link			
32	2 GB DDR2 RAM 5300U	Transcend			
33	32 GB Pen Drive Jet Flash 350	Transcend			
34	Logitech B175 wireless mouse	Logitech			
(A) Total price of all items					
(B)					
(C)					
(D) Discounts/ Value of free supplies, if any (with particulars)					
(E) Total price of all items after discounts and free supplies [(A)-(B)]					
(F) Add.....Tax					
(G) Add.....Tax					
(H) Total value of tender including all taxes [(C)+(D)+(E)]					
Total cost of Tender including all taxes in words (Rupees.....only)					

Note:-Please quote total cost inclusive of all the taxes and levies in figure and words.
Taxes should be clearly stated separately in the space provided above.

****For each supplied new battery one old used battery would be returned. The price for Battery should therefore be quoted with buy-back (after adjusting the price of returned battery). The total adjusted price is to be quoted. Price of new battery and old battery are not to be quoted separately.**

PERFORMANCE SECURITY BOND FORM**(MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)**

To
The president of India

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

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

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

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

We hereby waive the necessity of your demanding the said debt from the 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 thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

Annexure V

Contract Form

1.This agreement is made this day.....between, herein after called “ name of company” the first party which expression shall include his heirs, executors and administrators/their successors and **Department of Telecom (HQ)**, herein after called “DOT”, the second party, through ADG (IT-III), DOT , New Delhi herein after include his successors and assignees, shown as under :--

2.That WHEREAS the first party shall and will deliver IT related Items for Department of Telecommunications (HQ), New Delhi details of which are given in annexure –I to this office tender noticedatedat the rated quoted byvide their tender..... dated and as per all the terms and conditions given in notice Inviting Tender (NIT) and the aforesaid tender notice dated.....which shall become part and parcel of this agreement.

3. That the first party would raise demand and the payment shall be done in accordance with Clause 8, Section III of aforesaid tender document.

4. The Performance Security Bond would be encashed by second party in case first party fails to deliver items and/or breaches terms & condition of the aforesaid tender document.

5. In accordance with the Tender document NO. this agreement is made for a period of one year from, as in clause 1(j) of section II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF.....20

Witness for Contractor

Witness for DoT

Annexure VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender no. ----- of DoT.

Shri/ Ms.Ofis hereby authorised to attend the bid opening for the tender mentioned above on behalf of(Bidder) in order of preference given below.

Specimen Signature of person
authorized to attend the bid opening

Signatures of bidder

Or

Officer authorized to sign the bid
documents on behalf of the bidder.

Note: 1. Only one representative will be permitted to attend bid opening.

2. Permission for entry to the hall where bids are opened may be refused in case authorization letter as above is not produced before the bid opening committee.

Annexure VII**CHECK LIST and the order in which the documents are to be submitted for the Technical bid**

Please check whether all the below mentioned documents have been supplied for participating in the tender no. 7-1/2015-16/IT-I of Department of Telecommunications. The documents are to be submitted in descending order with item No. 1 on top of all. Please also mention page no. of the Technical bid where these documents are given.

Sl. No.	Documents (Please refer to clause 7.1 of Section II for filling this Checklist)	Page No.
1.	Check list as per Annexure-VII	
2	Scanned copy of Bid security in the form of Bank Draft for Rs. 60,000 /- [as per clause 13 of section II] or copy for claiming exemption should be submitted.	
3	Letter of authorization to attend bid opening [as per Annexure VI]	
4	Power of Attorney duly registered [as per clause 15.2 of Section II] in case bidder himself is not signing the tender document.	
5	Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be [as per clause 11 of Section II]	
6	Copy of Income Tax Return for last two Financial Years [as per clause 11.1 of section II]	
7	Copy of PAN [as per clause 2/ 11.1 of section II]	
8	Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate [as per clause 2/ 11.1 of section II]	
9	Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years [as per Clause 11.1 of Section II]	
10	No near relative certificate [as per Clause 33 of Section II]	
11	Scanned copy of Tender Fee in the form of crossed Demand Draft/ Bankers' cheque of Rs. 500/-	
12	Tender Acceptance Letter [as per Annexure- IX]	

Bidders to ensure:

- A. That all pages have been stamped and signed by the authorised Person(s).**
- B. That all the pages have been numbered.**
- C. That all the documents are legible (Clearly readable).**

Annexure VIII

CHECK LIST and the order in which the documents are to be submitted for the financial bid

S. No.	Documents (Please refer to clause 8.2 of Section II for filling this Checklist)	Page No.
1.	Check list as per Annexure-VIII	
1	Bid Form as per Annexure II	
2	Price schedule (price bid/ BOQ) [as given in http://eprocure.gov.in/eprocure/app]	

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on _____ day of the month of _____ 2015, between, on one hand, the president of India acting through Shri Vijay Kumar, ADG (IT-III), Department of Telecommunications, Ministry of Communication and Information Technology, Government of India (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first part and M/s _____ represented by Shri _____, chief executive officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires , his successors and permitted assigns) of the second part .

WHEREAS the BUYER proposes to procure (Name of the Store /Equipment /item and the BIDDER /SELLER is willing to offer /has offered the store and

WHEREAS the BIDDER is a private company /public company /Government /undertaking /partnership/ registered export agency ,constituted in accordance with the relevant law in the matter and the BUYER is a ministry / Department of the Government of India /PSU performing its functions on behalf of the president of India.

Now, THEREFORE,

To avoid all forms of corruption by following a system that is fair , transparent and free from any influence /prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said store/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures .

The parties hereby agree to enter into this integrity pact and agree as follows:-

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or accept, directly or through intermediaries, any bribe, consideration, gift, reward favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre- contract stage treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. COMMITMENT OF BIDDERS

The BIDDERS commit itself to all take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payment to be made by them to agents/brokerage or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has such any amount been paid promised or intended to be paid to any such Individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members agents, brokers or any other intermediaries in connection with the contract details or/and the services agreed upon for such payments.
- 3.7 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officer of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the company's act 1956

4. **previous transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three year immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any government Department in India that justify BIDDER'S exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender propose or the contract, if already awarded. Can be terminated for such reason.

5. **Earnest money (security deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount_____ (to be specified in RFP) as Earnest money/security, with the BUYER through any of the following instruments:-
- (i) Bank draft or a pay order in favor of _____
 - (ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever .the demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest money / Security deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanction for violation shall be applicable for, forfeiture of performance bond in case of a decision by the BUYER to

forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one Employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage)and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR . If any outstanding payment is due to the BIDDER from the BUYER in outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encase the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BIDDER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five year, which may be further extended at the discretion of the Buyer.
 - (viii) To recover all sum paid in violation of this pact by bidder (s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of corruption.
- 6.3 The decision of the BUYER to the effect that breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor (s) appointed for the purpose of this pact.

7. **Fall Clause**

The BIDDER undertakes that it has not supplied not supplying similar product /system or subsystem at a price lower than that offered in the present bid in respect of any other minister/Department of the government of India or PSU and if it is found at any stage that similar product/system or sub system was supplied by the BIDDER to any other minister/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the different in the cost would be refund by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

- 8.1 The BUYER has appointed Independent Monitors (here either referred to as Monitors) for this pact in consulation with the central vigilance commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review Independent and objectively,
Whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the access all the documents relating to the project/procurement, including minutes of meeting.
- 8.5 As soon as the monitor notice, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontractor(s) with confidentiality.
- 8.7 The BIDDER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties the parties will offer to the monitor the option to participate in such meetings.
- 8.8 The monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and place of jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other Legal Actions**

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extent law in force relating to any civil or criminal proceedings.

12. **Validity**

The validity of this Integrity Pact shall be from date of this signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later, In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation

Deptt. /MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Provisions of these clause would need to be amended/
deleted in line with the policy of the BUYER in regard to
involvement of India agents of foreign suppliers.

Annexure –X

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)