

TENDER DOCUMENT

Tender for Setting up of Green Passport Lab, Phase-I at TEC New Delhi

2-16/2019-MM/TEC Dated 15.04.2019

(Download document from www.eprocure.gov.in)



ISO 9001:2008

**Government of India
Ministry of Communications
Department of Telecommunications
TELECOMMUNICATION ENGINEERING CENTRE,
Khurshid Lal Bhawan, Janpath, New Delhi - 110001**

(Visit us at www.tec.gov.in)

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SECTION-I

NOTICE INVITING TENDER

Govt. of India
Ministry of Communications
Department of Telecommunications
Telecommunication Engineering Centre
Khurshid Lal Bhawan, Janpath,
New Delhi – 110001

Tender No. 2-16/2019-MM/TEC

Dated 15.04.2019

Tenders are invited by Sr. DDG, Telecom Engineering Centre (TEC), on behalf of President of India, only from for Setting up of Green Passport Lab, Phase-I at TEC New Delhi.

Critical details of the tender are as below:

Approximate cost of Tender	Rs.7 Lakhs
Earnest Money Deposit	Rs. 20,000.00
Date/Time of Publishing of e-Tender	1100 Hrs of 15.04.2019
Document Download Start Date/Time	1100 Hrs of 15.04.2019
Document Download End Date/Time	1500 Hrs of 04.06.2019
Clarification Start Date/Time	1100 Hrs of 15.04.2019
Date & Time of Pre Bid Conference	1100 Hrs of 25.04.2019
Clarification End Date/Time	1700 Hrs of 29.04.2019
Bid Submission Start Date/Time	0900 Hrs of 15.05.2019
Bid Submission End Date/Time	1500 Hrs of 04.06.2019
Date/Time of opening of Techno-commercial Bid	1500 Hrs of 06.06.2019

The tender document is available on website <https://eprocure.gov.in>. The intending bidders may download the e-tender document from the above mentioned website. The interested bidders may submit the bids online at <https://eprocure.gov.in> in two bids systems {i.e. (i) Techno-commercial Bid and (ii) Financial Bid} in the prescribed proforma. Bids are to be submitted only online through the e-procurement portal <https://eprocure.gov.in/eprocure/app>. All the documents in support of bid are also to be scanned and uploaded along with the tender document. Bid sent by any other mode will not be accepted.

Tender No.: 2-16/2019-MM/TEC Dated 15.04.2019

The bidder shall upload the e-bids and submit original Indemnity Bond, Demand Drafts/ Banker's Cheque/ Bank Guarantee/ Fixed Deposit (FD) in respect of EMD drawn in any Scheduled Bank in Delhi, in favour of Accounts Officer(Cash) TEC, New Delhi before scheduled date & time. E-Bid submitted without EMD in the prescribed formats will not be accepted.

ADG (MM)

TEC, New Delhi

FAX No.: 011-23725144

SECTION-II

INSTRUCTIONS TO BIDDERS

1 DEFINITIONS:

- a. "Advance Purchase Order" means the intention of Purchaser to place the Purchase Order on the successful bidder.
- b. "Bidder" means a company or firm who participates in this tender and submits its bid.
- c. "Channel Partner" of an OEM (Original Equipment Manufacturer) means a company or firm having an agreement with OEM for participating in bidding and for successful installation, integration, validation, commissioning, training, warranty and AMC for the entire period of contract.
- d. "Contract Price" means the price payable to the Contractor under the Purchase Order for carrying out all activities applicable as indicated in clause 2.3 of Section-IV".
- e. "Contract Period" means the period starting from the placement of PO and ending with expiry of the AMC.
- f. "CPPP" means Central Public Procurement Portal and refers to website <https://www.eprocure.gov.in/cppp/index> through which the entire tender processing shall be carried out.
- g. "DUT" means Device Under Test and implies telecom devices which are offered to TEC for testing/ certification during normal course. For the purpose of GP Lab Phase-I, DUT will include Routers and LAN Switches.
- h. "Energy Efficiency" refers to the Telecom Energy Efficiency Rating (T.E.E.R.) of a telecom device, calculated in accordance with Measurement Guidelines - No.TEC/GL/TX/GT-001/01/MAR-15.
- i. "Goods" means all the equipments, measuring instruments, Hardware/ Software and/ or other materials, which the contractor is required to supply to the Purchaser under the contract.
- j. "GP Lab" means the Green Passport Lab, Phase-I.
- k. "PC application software" means the software to be provided by the contractor to capture measured numeric values, harmonic values and waveform data, and then process power consumption data, to generate various measurement reports.
- l. "Measurement Guidelines" means the 'Guidelines on Measurement Metrics and Measurement Methodology for Router and Switches for Green Passport' which is a document issued by TEC [No. TEC/GL/TX/GT-001/01/MAR-15] and can be downloaded from: http://tec.gov.in/pdf/PlanningGuide/GL_Router_Switches%20final.pdf

- m. "Nodal person" means a person who shall be contacted by purchaser staff for support in case of any fault in any instrument needs to be attended by repair center/ technician of the OEM.
- n. "Purchase Order" or "PO" means the order placed by the Purchaser on the Contractor 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.
- o. "Purchaser" means the Telecommunication Engineering Centre (TEC).
- p. "Project" means the complete work being awarded through this tender, which includes supply, installation, integration, validation, commissioning, training and warranty for the stated period.
- q. "SOR" means schedule of requirements as indicated in clause 3.0 of Section-V.

2 REGISTRATION AT E-PROCUREMENT PORTAL

For participating in bidding through the e-procurement portal, it is necessary for the bidders to be the registered users of the e-procurement portal '<https://eprocure.gov.in>'. For Bidders guidance, Bidders Manual Kit is available at <https://eprocure.gov.in/eprocure/app>.

3 ELIGIBLE BIDDERS:

3.1 General

Test & Measurement Equipment OEMs or their channel partnerS are eligible to participate in this tender.

3.2 Bidder Company Status:

- 3.2.1 The bidder company shall be registered and incorporated in India under the Companies Act, 1956 or Companies Act, 2013. In case of firm, it shall be registered under the relevant law.
- 3.2.2 The bidder other than OEMs shall have valid MOU or agreement signed with the OEM of Power Meter/Analyser in respect of the item(s) which is not owned by him. The MOU or agreement shall be for supply and support for the complete offered solution for the entire period of contract as per terms of contract / tender. The support shall include installation, integration, validation, commissioning, training, warranty and AMC of the equipment/ software proposed for the GP Lab project.

3.3 Technical Experience:

- 3.3.1 The bidder shall submit experience certificate from himself or channel partner of supplying at least one similar product, during the past five years, for automation/ integration of Test Instruments for testing/ configuration of routers/ switches or similar devices, in any organization like telecom operator/ regulator/ government/ manufacturer/ independent entity anywhere in the world.
- 3.3.2 In case the partner of the bidder is an Indian subsidiary of a Foreign OEM, either Indian Subsidiary or its Parent Company shall meet, jointly or individually the OEM experience criteria mentioned at para 3.3.1.
- 3.3.3 The bidder shall furnish the name of its collaborating OEM (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 except for the upgraded version of that product with the prior approval of the purchaser.

3.4 Turnover:

The bidder or its partner OEM (in case of a foreign OEM: either Indian subsidiary or its parent company) shall have annual audited financial turnover of at least Rs.30 Lakhs each of the last 3 completed financial years i. e. (FY 2015-16, 2016-17 & 2017-18). In case the turnover is in foreign currency, the SBI exchange rate as on the date of actual opening of the bid shall be taken into account. Relaxation of turnover requirement in case of MSME is permissible as per MSME policy circular no. 1(2)(1)/2016-MA dated 16.03.2016.

3.5 Certification:

The bidder who participate in the tender shall have a valid (on the date of opening of tender) TL9000 or ISO 9001:2008 / ISO 9001:2015 certification in their sphere of operation.

4 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 any costs, regardless of the conduct or outcome of the bidding process.

5 DOCUMENTS COMPRISING THE e-TENDER:

- 5.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
- a. Notice Inviting Tender

- b. Instructions to Bidders
- c. General (Commercial) Conditions of Contract
- d. Special Conditions of Contract
- e. Schedule of Requirement & Technical Specifications
- f. EMD BG Form
- g. Indemnity Bond
- h. Profile of Bidder
- i. No Near Relative Declaration/Certificate
- j. No Blacklisting Declaration/Certificate
- k. Bid Form
- l. Technical Proforma
- m. Compliance and Deviation Statement
- n. Performance Security Bond Form
- o. Price Schedule

5.2 Price Schedule shall be filled separately in Financial Bid of the tender, as per the procedure given in Bidders Manual Kit.

5.3 The bidder is expected to examine all instructions, forms, terms and specifications in the e-tender document. Failure to furnish all information as per the e-tender document or submission of e-bid not as per the requirement of e-tender document in every respect will be at the bidders' risk and result in rejection of the said e-bid.

6 CLARIFICATIONS/AMENDMENTS OF e-TENDER DOCUMENT

6.1 A prospective bidder requiring any clarification on the tender document shall upload its queries on e-procurement portal prior to 1700 Hrs of 29.04.2019

6.2 Purchaser shall upload the response to such queries, which are received in due time, generally by 21 days prior to the date of opening of the bids.

6.3 At any time, prior to the date of submission of bids, Purchaser may, for any reasons whether at its own initiative or in response to a clarification sought by a prospective bidder, modify the e-tender document by amendments.

6.4 The amendments/clarifications, if any, which are uploaded on the portal <https://www.eprocure.gov.in>, shall form an integral part of the tender document, and shall be binding on all bidders.

6.5 It shall be the sole responsibility of the prospective bidder to check the web site <https://www.eprocure.gov.in> from time to time for any amendment in the e-tender documents. In case of failure to get the amendments, if any the department shall not be responsible for it.

6.6 Interested bidders are required to keep abreast of latest corrigendum (s) issued by Purchaser till the date of submission of bid.

7 PRE-BID CONFERENCE

- 7.1 A Pre-bid conference shall be held at 1100 Hrs of 25.04.2019 in the New Committee Room, 3rd Floor, Telecom Engineering Centre, Khurshid Lal Bhawan, New Delhi. The queries already received shall, to the extent possible, be clarified in the Pre-Bid Conference. The prospective bidders may attend the conference for clarifications on technical specifications and other terms and conditions of the tender document. The queries, verbally raised during the Pre-Bid conference, must be uploaded in the portal by 1700 Hrs of 29.04.2019. Consolidated replies to the relevant uploaded queries, shall form part of the tender document, and shall be uploaded on the web sites, generally by 21 days prior to the date of opening of the bids.
- 7.2 For interpretation of any condition(s) of this tender document, the decision of purchaser shall be final and binding on the Prospective Bidder.
- 7.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

8 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise of:

- (1) Techno-commercial bid, and
- (2) Financial bid

- 8.1 All documents to be submitted under the bid as per clause 8.2 of this section must be uploaded in PDF format along with scanned copy of Demand Draft/ Banker's Cheque/ BG/ FD for Earnest Money Deposit. However, original Indemnity Bond, Demand Draft/ Banker's Cheque/ BG/ FD in respect of EMD shall be submitted in Room No 257, Khurshid Lal Bhawan, TEC upto the last date of submission of e-bids (1500 Hrs of 04.06.2019).The purchaser reserves the right to seek actual documents for any uploaded documents during evaluation of the e-bid.
- 8.2 The documents are essential for evaluation of tender and bidder must take utmost care while uploading the documents complete in all respects. The Techno-commercial e-bid for 2-16/2019-MM/TEC dated 15.04.2019 should contain scanned copies of following documents.
- a. Demand Draft/ Banker's Cheque/ BG/ FD from Scheduled Bank of India for the prescribed amount (Rs. 20,000.00) of earnest money deposit as per EMD BG Form given at **Annexure-I**.
 - b. Authorization letter for signing the bid document(s) in the form of duly attested Board Resolution/Power of Attorney or letter of authorization duly signed by all partners/proprietor on the letterhead of the firm/ company, as applicable.

- c. Attested copy of Certificate of Registration of company/ firm as per clause no. 3.2.1 of this section.
- d. Latest NSIC/ MSME certificates and documents, if applicable
- e. Complete Audited financial report as a proof for annual turnover of Rs.30 Lakhs or more in preceding three financial years as per clause 3.4 of this section by OEMs or their channel partners as applicable. For relaxation of turnover requirement in case of MSME, requisite certificate/ document(s) as per MSME policy circular no. 1(2)(1)/2016-MA dated 16.03.2016.
- f. Documentary evidence of having experience in supply and integration of Power Meter/Analyser clearly indicating the facilities/ instruments as well as complete postal address and contact details of the Test lab/Organization in support of clause no 3.3.1 and 3.3.2 of this section.
- g. MOU(s) between bidder and his partners as required in clause 3.2.2 of this section shall be provided, if the bidder is authorized partner of OEM.
- h. Purchase Order(s) duly authenticated by the authorized signatory of the bidder as proof of supply as per Clause No. 3.3.1 and 3.3.2 of this Section.
- i. Certificate confirming TL9000 or ISO 9001:2008 / ISO 9001:2015 as per clause 3.5 of Section-II.
- j. Indemnity Bond as per **Annexure-II**.
- k. Duly filled and signed Profile of bidder as per **Annexure-III**.
- l. No near relative Declaration / Certificate as per **Annexure-IV**.
- m. Self-Certificate for not being black listed/ debarred from participation in tender process by any office of the central government as per Proforma in **Annexure-V**.
- n. Duly filled Bid Form as per **Annexure-VI**.
- o. Duly filled Technical Proforma as per **Annexure-VII** mentioning name of his collaborator (if applicable), brand name and model no along with software version of the products offered in this tender. The technical literatures of the products should also be submitted.
- p. Compliance statement clearly indicating deviations as per clause 10.1 of this section, if any, against each item as per Proforma in **Annexure-VIII**.
- q. List of Partners/ Directors of the bidder along with Partnership Deed or Article/ Memorandum of Association, as applicable.
- r. Copy of PAN card/ GIR card and copy of Sales Tax/ GST Registration Certificate of the organization.
- s. Latest **GST** return.

- t. Tender document (consisting of all Sections and Annexures, Subsequent Amendments/ Clarifications if any), duly filled and signed by the authorised signatory with the stamp of the bidder.
- 8.3 Price Schedule for tender no. 2-16/2019-MM/TEC dated 15.04.2019 shall be filled separately as given in the financial bid available in the e-portal.
- 8.4 The bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Tender Document and amendments/ clarifications, if any and submit the bid accordingly.
- 8.5 Any bid unaccompanied by EMD in variance with the instructions herein, is liable to be rejected summarily.
- 8.6 No tender shall be uploaded after 1500 Hrs of 04.06.2019. Only in case the last date of submission of bids is declared as Central Government holiday in Delhi, the original EMD, Indemnity Bond will be accepted on the next working day until the same time and the Techno-commercial Bid will be opened on the original scheduled date and time.
- 8.7 In case any requisite document(s) is submitted with bid in any language other than Hindi or English, the duly signed copy of the translation of that document from any authorised translator shall also be submitted along with the bid document.
- 8.8 In case of power of Attorney for participation in tender and signing the document(s) on behalf of the Company/ Institution/Body corporate/Firm is being submitted, same should be executed on the non-judicial stamp paper of appropriate value and as per prevailing guidelines in the respective state(s).
- 8.9 The power of attorney should be in favour of person(s) authorized by the board of Directors of the bidder for signing and participating in the bid process, on behalf of the company/ Institution/ Body corporate.
- 8.10 Tender document, as downloaded, must be submitted without making any additions, alternations. Tender document modified in any manner is liable to be rejected.
- 8.11 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 signed by the person or persons authorized for signing the bid.

9 BID PRICES:

- 9.1 The prices should be quoted only in Indian Rupees as per Price Schedule only. No foreign exchange shall be made available by the purchaser.
- 9.2 The bidder must quote definite price for Power Meter/Analyser alongwith PC Application Software and AMC for 5 years in attached BoQ. The AMC will start at the end of warranty period of two years.

- 9.3 The bidder must quote a definite price for each item/ component. In case the prices of any item/ component are included in some other item/component, it should be mentioned specifically in the remarks column, failing which the bid shall be rejected. However, the price of that item/ component shall be indicated as '0'(zero) in the relevant column.
- 9.4 The column for quoting "Unit Rate (After discount, if any) In Figures to be entered by the Bidder" should not be left blank. If there is no specific price towards any component, the same shall be indicated as '0' in the relevant column.
- 9.5 In case any column other than "Unit Rate (After discount, if any) in Figures to be entered by the Bidder" of Price Schedule is left blank the value of that component shall be treated as inclusive in the unit price quoted.
- 9.6 It is mandatory to quote the rate for complete configuration i.e. hardware and software both.
- 9.7 In the case of revision of Statutory Levies/ Taxes during the finalization period of tender, the purchaser reserves the right to ask for reduction in the prices if there is reduction in any duties or taxes.
- 9.8 A bid submitted with an adjustable or variable price will not be accepted.
- 9.9 Price should be quoted indicating (i) unit price after discount, if any (ii) GST (iii) Freight charges (Unloading and unstacking) (iv) Any other Taxes/ Duties/ levies. All charges towards transportation, insurance, loading unloading, unstacking etc., as applicable shall be included in Freight charges.
- 9.10 The price approved by the purchaser for procurement will be inclusive of all levies and taxes i.e., GST, packing, forwarding, freight and insurance etc., for delivery up to the Consignee. Break up/ variation in various heads like GST, Insurance freight and other taxes paid/ payable is for the information and any changes in the taxes shall have no effect on the price during the scheduled delivery period except that any decrease shall be passed on to the purchaser.
- 9.11 Amount of each of the tax applicable on the supplies may be indicated clearly in the price schedule, failing which it will be presumed that no tax is applicable or the price quoted is inclusive of the applicable taxes and as such no amount shall be payable on this account.

10 ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

- 10.1 The documentary evidence of goods 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 of all the terms & conditions of the tender demonstrating substantial responsiveness in the form of signing & stamping all the pages of the original bid document and supporting technical material by the authorized

person/persons. In case of deviations, a statement of deviations and exceptions shall be given by the bidder.

- 10.2 For purposes of compliance to be furnished pursuant to Clause 10.1 above, the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.
- 10.3 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.

11 EARNEST MONEY DEPOSIT (BID SECURITY):

11.1 Furnishing of EMD

- 11.1.1 Earnest Money Deposit (refundable) of Rs. 20,000.00 (Rs. Twenty Thousand Only) is to be furnished with the bid by way of demand draft, banker's cheque, pay order, Fixed Deposit or Bank Guarantee (as per **Annexure-I**) valid for at least 285 days from the date of opening of bids, from any scheduled bank in India, drawn in favour of AO (Cash), TEC, payable at New Delhi. Any other amount of money lying with the purchaser cannot be adjusted against this head. Failure to furnish Earnest Money Deposit shall result in summarily rejection of the bid.
- 11.1.2 The bidder registered with National Small Scale Industries Corporation (NSIC)/ Ministry of Micro, Small & Medium Enterprises (MSME) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of Earnest Money Deposit, should submit their latest and valid NSIC/ MSME certificate and documents in respect of their monetary limit and financial capability duly certified by NSIC/ MSME.

11.2 Forfeiture of EMD

- 11.2.1 The EMD shall stand forfeited if
- The bidder withdraws its offer before initial bid validity.
 - The successful bidder, whose tender is accepted, fails or refuses to furnish the security deposit amount within the stipulated time, or fails or refuses to execute the contract.
 - It is established that near-relatives of bidder is working in the units of DoT, as detailed in this document.
 - The bidder is found to be debarred /blacklisted to participate in the tender process by TEC.

e. In case it is found that tender document submitted by the bidder has been altered by way of tampering or doctoring.

11.2.2 In the above cases, the bidder will also not be eligible to participate in the tender for same item for one year from the date of any of the above events.

11.3 Refund/Release of EMD

11.3.1 No interest would be payable for any period on EMD or on any other amount lying with the purchaser.

11.3.2 The EMD amount/ FD/ BG will be refunded/ released, only after finalisation of tender and issue of work order, to the unsuccessful bidders or in case of cancellation of tender, to all the bidders.

11.3.3 The EMD of the successful bidder will be refunded/ released only after the receipt of the prescribed Performance Security Deposit/Bank Guarantee.

12 PERIOD OF VALIDITY OF BIDS:

12.1 The prices quoted in the bid shall remain valid for acceptance by the purchaser for a period of 240 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

12.2 In case the Purchaser requests, in writing, the bidders to extend the period of validity of their bids, they may confirm the extension of the validity of their bids in writing, unconditionally. In such a case, the validity of the EMD, if furnished, should also be extended suitably. A bidder may refuse the request without getting his Earnest Money Deposit (EMD) forfeited. A bidder accepting the request for extension will not be permitted to modify its bid.

13 SUBMISSION OF BIDS:

13.1 The bidders shall upload their bids online at e-procurement portal, in response to the e-tender published by the department. Bid submission can be done from the date of release of e-Tender till the last date of receipt of e-bids, as mentioned in the schedule in NIT (Section-I). Indemnity Bond and EMD must be received by the Purchaser at the address Assistant Director General (MM), Room No. 257, TEC, Khurshid Lal Bhawan, Janpath, New Delhi not later than the prescribed time on due date (1500 Hrs of 04.06.2019). In case the last date of submission of bids is declared as central government holiday in Delhi, the original EMD & Tender Fee will be accepted up to the next working day till the same time and the Techno-commercial Bid will be opened on the original scheduled time and date.

13.2 The bidders should start the bid submission process well in advance so that they can submit their e-bid in time. The bidder should submit their e-bid considering the server time displayed in the e-procurement website. This server

time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.

- 13.3 Once the e-bid submission date and time is over, the bidders cannot submit their e-bid.
- 13.4 The Purchaser shall not be responsible for delay in submission of e-bid due to any reasons. No other mode of submitting the bid except the online method shall be entertained.
- 13.5 The Purchaser shall not be responsible if the bids are uploaded in any other portal than the one specified.
- 13.6 The Purchaser may extend, at its discretion, this deadline for the submission of the bids by amending the tender document in accordance with Clause 6 of Section-II in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the extended deadline.
- 13.7 Not more than one bid shall be permitted from a single bidder; otherwise, all the bids submitted by such bidder shall be summarily rejected.

14 LATE BID:

The server time indicated in the bid management window on the CPPP will be the time by which the e-bid submission activity will be allowed until the permissible date and time scheduled in the e-tender. Once the e-bid submission date and time is over, the bidder cannot upload the e-bid.

15 MODIFICATION AND WITHDRAWAL OF BIDS:

The bidder may modify, withdraw or re-submit its e-bid online only, before the bid submission end date and time as per provisions available in CPP Portal.

16 OPENING OF BIDS:

- 16.1 A two-stage process shall be adopted in the evaluation of the bids. The purchaser shall open Techno-commercial bids online and check the Techno-commercial bids proposal online.
- 16.2 Bidders may check portal for status of tender opening, online.
- 16.3 The date fixed for opening of bids, if subsequently declared a central government holiday in Delhi, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day at the same time.

17 CLARIFICATION OF BIDS BY THE PURCHASER:

To assist in the examination, evaluation and comparison of bids, the purchaser may seek, at its discretion, clarification/ document(s) of its bid from the bidder. Only the information furnished by the bidder, shall be considered in future evaluation. However, no post-bid clarification at the initiative of any bidder shall be entertained.

18 TECHNO-COMMERCIAL BID EVALUATION:

- 18.1 The bids will be Techno-commercially evaluated to determine whether they are complete, whether documents have been properly submitted, and whether bids are generally in order and qualify for opening and evaluation of financial bid.
- 18.2 Bid shall be considered substantially responsive if it conforms to the terms and conditions of the tender document without any material deviation.
- 18.3 The purchaser or his authorized representatives shall have the right to inspect the works, offices, showrooms, service centres etc. of the bidder, for verification of facts furnished by the bidder in support of his bid documents, and the bidder is bound to answer any query made by the purchaser.

19 FINANCIAL BID OPENING/ FINANCIAL EVALUATIONS AND COMPARISON OF BIDS:

- 19.1 The purchaser shall shortlist only those bidders who are eligible and have submitted substantially techno-commercially responsive bid for opening of financial bid. Successful bidders would be intimated regarding opening of financial bids. The Financial Bids of techno-commercially unsuccessful bidders would not be opened.
- 19.2 Prices quoted in the online Price Schedule as defined on the e-portal only will be considered for evaluation.
- 19.3 The evaluation and comparison of responsive bids shall be done based on total quoted price of goods, AMC charges offered including all taxes, levies, duties and training, as indicated in the Price Schedule.
- 19.4 The contractor shall quote for AMC charges for 5-Years as detailed in Price Schedule. This shall include Cost of services for Annual maintenance which will also include cost of upgradation and cost of upgradation of other tools for the entire duration of Contract.
- 19.5 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

20 CONTACTING THE PURCHASER:

- 20.1 No bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening until the time the contract is awarded.
- 20.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid of that bidder.

21 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.

22 PLACEMENT OF ORDER:

- 22.1 The purchaser shall consider placement of orders for commercial supplies on the bidder whose offer has been found techno-commercially and financially acceptable. The tender will be awarded to the lowest (L-1) bidder.
- 22.2 The purchaser shall place an Advance Purchase Order of the tendered quantity on the bidder whose offer has been accepted. The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into the contract with the bidder. The bidder shall furnish, within the stipulated time, performance security in conformity with the terms and conditions, in the form of a demand draft or bank guarantee as per the proforma enclosed at **Annexure-IX**, from any scheduled bank in India.
- 22.3 Failure to furnish performance security within the stipulated time may result in cancellation of Advance Purchase Order along with forfeiture of the EMD.
- 22.4 Purchase Order will be placed only after acceptance of the performance security submitted by the bidder.
- 22.5 The issue of Purchase Order shall constitute the Award of Contract on the bidder.

23 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The quantities indicated in SOR/ BoQ sheet are fixed.

24 DISQUALIFICATION OF BIDDER:

- 24.1 Purchaser reserves the right to disqualify the bidder for a period as deemed fit to the purchaser who have habitually failed to supply the equipment in time. Further, the contractor whose equipment does not perform satisfactorily in

accordance with the specifications may also be disqualified for a period as deemed fit to the purchaser.

24.2 Purchaser reserves the right to blacklist a bidder for a period as deemed fit to the purchaser, in case bidder fails to honour his bid without sufficient grounds.

24.3 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, as per Annexure-IV. 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 should be 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 Earnest Money Deposit will be forfeited at any stage whenever it is noticed and purchaser 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.
- b. They are husband and wife.
- c. The 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).

24.4 Due to any breach of conditions as mentioned in clause 23.2 and 23.3 by the company or firm or any other person the bid will be cancelled and Earnest Money Deposit will be forfeited at any stage whenever it is noticed and purchaser 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.

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 and associated services under this tender.

2 STANDARDS:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-V & Special conditions mentioned in Section-IV.

3 PATENT RIGHTS:

The contractor shall indemnify, in the format prescribed in Annexure-II, 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 & TEC Laboratory.

4 PERFORMANCE SECURITY:

- 4.1 The contractor shall furnish performance security to the purchaser for an amount equal to 10% of the Contract Price as prescribed in Advance Purchase Order within 15 days of issue of the Advance Purchase Order.
- 4.2 The proceeds of the performance security shall be payable to the purchaser for non-compliance on account of the contractor's failure to complete its obligations under the contract.
- 4.3 The performance security may be submitted in the form of demand draft in favour of AO (Cash), TEC, or in the form of a Performance Bank Guarantee (PBG) issued by a scheduled bank and in the proforma provided in Annexure-IX of this tender document.
- 4.4 The Performance Bank Guarantee (PBG) shall be valid for at least 8 Years & 6 Months from the date of Advance Purchase Order. The PBG shall be renewed from time-to-time till all the liabilities of the supply of goods and services are resolved by the contractor, or till 6 months beyond the expiry of AMC period whichever is later.
- 4.5 In case, any amount of Liquidated Damages (LD) is recovered from performance security, the Contractor shall replenish the performance security to original value within 30 days of recovery.

4.6 The purchaser will discharge the performance security bond, deducting the pending dues, liquidated damages, if any, after completion of the contractor's performance obligations including warranty & AMC obligations under the contract.

4.7 No interest shall be paid on the security deposit amount.

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.

5.2 Should any inspected or tested goods fail to conform to the Specifications the purchaser may reject them and the contractor 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 any 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 below, is found defective or fails to fulfil the requirements of the contract, the inspector shall give the Contractor notice setting forth details of such defects or failure and the Contractor 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 Contractor 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 Contractor the whole or any portion of the equipment as the case may be, which is defective or fails to fulfil the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the Contractor.

5.5 When the validation has been successfully carried out, respective item(s) of Green Passport Lab will be declared as commissioned and the Inspector/ Consignee will issue a Taking Over Certificate. The Inspector/ consignee shall not delay the issue of any "Taking Over Certificate" contemplated by this clause on account of minor defects in the physical installation which do not materially affect the commercial use thereof provided that the contractor shall undertake to make good the same in a time period not exceeding three months. The Taking Over Certificate shall be issued by the purchaser within three weeks of commissioning of respective item(s) of GP Lab, after all other requirements of taking-over, as described in clause 6 of Section-IV are complied with by the contractor.

5.6 Nothing in clause 5 shall, in any way release the Contractor from any Warranty or other obligations under this contract.

6 PACKING, FORWARDING AND DISPATCH DOCUMENTS:

6.1 The contractor shall ensure that the goods are securely and adequately packed and marked to ensure safe arrival at the destination withstanding all hazards, such as rough handling, severe climatic conditions, natural calamities etc. during transit.

6.2 The contractor shall be fully responsible for the safe arrival of the goods at destination and till the time they are received by the consignee, in good working condition.

6.3 Intimation of dispatch of goods should be sent to the consignee well within time. Such intimation should also be sent to the paying authority and to the purchaser.

6.4 The goods shall be supplied in original packing from the manufacturer clearly indicating item's Serial No, date, etc.

7 DELIVERY:

7.1 Delivery of the goods along with original printed copies of instruction/ operation manual(s) in English, test reports for hardware and software, software licences and documents shall be made by the Contractor in accordance with the Schedule of Requirements (SOR) and the Special Conditions of the contract. The delivery of the equipment shall be to the Consignee as given in the Purchase Order. OEM Quality Check Certificate would be required along with goods.

7.2 Complete set of documents for the goods and stores supplied, both in printed as well as soft copy shall be provided. This shall include test reports for hardware and software, software licenses and documents, physical and wiring layout, network diagrams, technical specifications and instructions/ operation manual of the instruments/ devices used in the project.

7.3 The delivery of goods and documents should be implemented strictly as per the project schedule specified in clause 3.3 of Section-IV. All the goods are to be delivered at the location specified in the Purchase Order.

7.4 In case the purchaser exercises the right of pre-supply testing as per clause 5.1 of this section, contractor has to ensure that the goods are offered for pre-supply testing sufficiently in advance to meet the scheduled delivery requirement. Purchaser shall not be responsible in any manner for deviation from the prescribed delivery schedule.

7.5 The contractor shall provide original licenses from its OEM for all software.

- 7.6 If the contractor fails to complete the supply, installation, validation and commissioning as per clause 7.3 above, the purchaser reserves the right to cancel the P.O. and encash the Performance Bank Guarantee.
- 7.7 The extension of delivery period against the Purchase Order, if any, may be granted subject to the condition that purchaser shall have the absolute right to revise the price(s) as per clause 10 of Section-III and also to levy penalty for the delayed supplies.

8 WARRANTY:

- 8.1 The contractor shall warrant that the stores/ equipment (including software and software tools) or any part thereof 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 technical specifications and drawings as per Section-V. The contractor 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 quality 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) 24 months after the date of commissioning of respective item(s) of Lab.
- 8.2 The warranty period of the hardware and software components shall be for two years after successful commissioning. During the warranty period, the complete responsibility to keep the equipment working (including repair/ replacement of parts/ hardware and software) shall rest with the contractor without any cost to the purchaser. The warranty shall include periodic testing, preventive and corrective maintenance including replacement of spares parts.
- 8.3 If it becomes necessary for the Contractor to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the Clause 5.3 of this Section shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of 24 months, whichever may be later. If any defect is not remedied by the contractor within two weeks, the Purchaser may proceed to get the defects remedied from other sources, at the contractor's risk and expenses, but without prejudice to any other rights, which the purchaser may have against the contractor in respect of such defects including extension of warranty for delay beyond 2 weeks.

- 8.4 Replacement of any hardware and software components under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 8.5 Any fault in Power Meter/Analyser or its PC Application Software affecting the functioning of the GP Lab fully or partially shall have to be rectified by the Contractor within two days of reporting, including the day of reporting. Delay in rectifying the fault within two days shall attract LD as per 13.4 of this Section.
- 8.6 The Contractor shall provide the name of nodal person with address/ email address & telephone /FAX no. who is to be contacted by purchaser for support in case of complaint/ fault. This, however, shall not preclude purchaser from imposing the LD, if any, as applicable as per the terms & conditions of this agreement.
- 8.7 Any change in Address, Email address, Phone number, FAX Number etc shall have to be intimated in writing by the Contractor to the GP Lab in charge.

9 PAYMENT TERMS:

The terms of payment for the Power Meter/Analyser as stated in Price Schedule, excluding AMC cost will be as under:

- 9.1 An amount equal to 30% of the contract price shall be released as first instalment of payment on proof of receipt of Power Meter/Analyser by the consignee. Following documents shall be produced for claiming this payment:
- a. Bills in duplicate duly pre-receipted.
 - b. Delivery Challan.
 - c. Excise gate pass and/ or Custom Duty Paid Certificate or equivalent document as applicable.
 - d. Certificates of receipt of goods in physically good condition from the ultimate consignee.
 - e. Proof of payment of Octroi/ Entry tax etc., if any.
- 9.2 Second instalment equal to 30% of the contract price shall be released on installation of the ordered material.
- 9.3 Third instalment equal to 40% of payment shall be released after completion of Testing and Validation of individual item(s) of GP Lab as per clause 5.0 of Section-IV.
- 9.4 All payments mentioned above are for all the items in the price schedule.
- 9.5 Payments would be made in Indian Rupees. Any foreign Exchange & Customs clearance formalities if necessary will have to be arranged by the contractor himself.

- 9.6 All payments shall be made after deducting LD if any and statutory levies and taxes.
- 9.7 The cost of any replacement made by the purchaser shall be deducted from the amount payable to the contractor.

10 PRICES:

- 10.1 Prices charged by the contractor for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Contractor in his Bid.
- 10.2 Prices once fixed will remain valid during the scheduled delivery period. Any changes in the taxes shall have no effect on the price during the scheduled delivery period except that any decrease shall be passed on to the purchaser.
- 10.3 Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the contractor.

11 SUBCONTRACTS:

No subcontracts are permitted.

12 DELAYS IN THE CONTRACTOR'S PERFORMANCE:

- 12.1 Delivery of the Goods and performance of the services shall be made by the Contractor 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, purchaser 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 contractor and purchaser reserves the right to purchase balance unsupplied item(s) at the risk and cost of the defaulting contractors.
- 12.2 Delay by the Contractor in the performance of its delivery and AMC obligations shall render the Contractor liable to any or all of the following sanctions, viz., imposition of liquidated damages, and forfeiture of its performance security and/or termination of the contract for default.
- 12.3 If at any time during the performance of the contract, the contractor encounters condition impacting timely delivery of the goods and performance of service, the Contractor 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 contractor's notice, the purchaser shall evaluate the situation and may

at its discretion extend the period for performance of the contract subject to extension of period of performance security deposit.

- 12.4 If the supplies are not completed in the extended delivery period, the purchase order may be short-closed and the Performance security shall be forfeited. However, in such situation the contractor will have to furnish a fresh performance security of 10% of the Purchase Order value for the quantity supplied.
- 12.5 In case the partner OEM/ OEMs fail to support/ help the contractor and as a result, contractor fails to provide satisfactory service to the TEC, the contractor alone will be held liable for any kind of loss incurred by the TEC.

13 LIQUIDATED DAMAGES (LD):

- 13.1 The date of delivery of the stores stipulated in the acceptance of tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period, without prior concurrence of the purchaser, and be accepted by the consignee, such deliveries will not deprive the purchaser of his right to recover liquidated damages under clause 13.2 below. However, when supply is made within the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 13.2 below will not apply.
- 13.2 Delay in Supply: Should the contractor fail to deliver the stores or any consignment thereof within the period prescribed for delivery the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to 10 weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another 7 weeks of delay.
- 13.3 Delay in installation/ commissioning: Further if there is a delay in installation or commission, LD charged shall be levied on the total value of the Purchase Order (excluding the value of AMC). The LD rate shall be 0.5% of total value per week for period of ten weeks and thereafter at the rate of 0.7% of the total value per week for each week of delay or part thereof for another 7 weeks of delay.
- 13.4 Delay in attending faults during warranty period: If the faults in the GP Lab are not attended within two days of reporting including the day of report, LD charged shall be levied for each working day of delay beyond the permissible period of two days. The LD rate shall be ₹1000 per working day for period of ten working days and thereafter ₹2000 per working day.

- 13.5 Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challenged by the contractor. LD if any will be recovered from the payment to be made to the contractor.
- 13.6 Any amount which becomes due and recoverable from the contractor on account of liquidated damages or account of any matter relating to this contract, shall also be recoverable from any sum that is due or any sum thereafter may become due to the contractor out of this contract or any other contract with the Government.
- 13.7 The PBG shall be encashed to the extent of LD amount, if the same is not paid within the time period specified in the notice for recovery of LD. Where the Bank Guarantees have been encashed partially, the contractor on such occasions shall restore the encashed guarantees to the full amount. Any failure to do so shall amount to violation of the terms and conditions of the project. Without prejudice to its rights of any other remedy, purchaser may encash Bank Guarantee (PBG) in case of any breach in terms & conditions of the Contract by the contractor.

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, explosions, 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 21 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.
- 14.2 Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Contractor at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Contractor may with the concurrence of the purchaser elect to retain.

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 contractor, terminate this contract in whole or in part
- a. If the contractor 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 14 of this section.
 - b. If the contractor fails/delays to perform any other obligation(s) under the Contract; and
 - c. If the contractor, 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 whole or in part pursuant to Clause 15.1 above the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the contractor shall be liable to the purchaser for any excess cost for such similar goods. However, the contractor shall continue the performance of the contract, including AMC, to the extent not terminated.

16 TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the contractor, if the contractor 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 dispute or difference arising as to the execution of the contract or as to the respective rights or liabilities of the parties or the interpretation of any condition of agreement (except as to any matters the decision of which is specially provided for any by those or the special conditions) the same shall be referred to the sole arbitration of Sr. DDG, TEC, DoT, New Delhi or of his nominee. If the post of Sr. DDG, TEC, DoT is vacant, a higher authority or his nominee will act as Sole Arbitrator. The award of the arbitrator shall be final and binding on the parties to the agreement.
- 17.2 After the Arbitrator is appointed under provision of clause 17.1 of this section, proceedings of the arbitration shall be in accordance with the Arbitration and Conciliation Act. 1996.

- 17.3 The arbitrator may from time to time with the consent of the parties to the agreement enlarge the time for making the award.
- 17.4 Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be the discretion of the arbitrator.
- 17.5 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 another person shall be appointed to act as arbitrator by purchaser in accordance with terms of agreement and person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 17.6 The venue of arbitration shall be New Delhi, the place from which the acceptance note is issued or such other places, as the Sr. DDG, TEC at his discretion may determine. In this clause, the terms Sr. DDG, TEC includes any other officer who is for the time being discharging the duties of Sr. DDG, whether in addition to other functions or otherwise.

18 SET OFF:

Any sum of money payable to the contractor (including refundable security deposit) under this contract may be appropriated by the purchaser or any other person or persons contracting through the purchaser and set off the same against any claim of the purchaser or purchaser or such other person or persons for payment of sum of money arising out of this contract or under any other contract made by the Contractor with purchaser of the purchaser or such other person or persons contracting through the purchaser.

19 COURT JURISDICTION:

This PO is subject to jurisdiction of the competent Courts at New Delhi only.

20 PAYMENT METHOD:

- 20.1 Payment shall be made to the contractor electronically or through cheque for which a contractor shall provide the necessary details of his bank account.
- 20.2 Income Tax or any other applicable taxes shall be deducted at source at the time of payment to the contractor, in accordance with the provisions of the relevant applicable Acts.

21 PAYING AUTHORITY:

Sr. DDG (TEC), shall be the paying authority and A.O. (Cash), Telecommunication Engineering Centre, Gate No. 5, Khurshid Lal Bhavan, Janpath, New Delhi will be the disbursing authority.

22 CONSIGNEE:

ADG (AS), TEC or the officer authorised by the purchaser shall be the consignee for the receipt of material. An officer of "GP" division or the authority designated by the purchaser will be the reporting/ controlling officer for complete project.

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

1 APPLICATION

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. If there is any discrepancy in NIT published in newspapers and eligibility, terms & conditions stipulated in tender document, provision in the tender documents will prevail. For interpretation of any condition of this tender document, the decision of Purchaser shall be final and binding on the Bidder.

2 OBJECTIVES AND PROJECT SCOPE

2.1 The objective of this tender is setting up of a Green Passport Lab for Energy Efficiency Testing of Routers and Switches in Telecommunication Engineering Centre (TEC). This Lab shall be installed in existing NGN Lab at 6th floor in TEC, New Delhi. The Lab shall consist of

- (a) A precision AC Power Meter/Analyser which will measure the power that is fed to the DUT.
- (b) An IP Traffic Source that is available with the Purchaser.
- (c) A PC Application software provided along with the Power Meter/Analyser, is to be loaded on purchaser provided PC, which shall fetch power consumption data from Power Meter. It shall be used to generate relevant reports. The data from Power Meter and Traffic Generator shall be processed according to Measurement Guideline, to come out with energy efficiency figures of the DUT & generate relevant reports.

2.2 The scope of supply includes supply of Power Meter/Analyser with a PC Application Software which can capture measured numeric values, harmonic values and waveform data, and saved on the PC, as per specifications given in Clause 3.0 of Section-V. After supply, the equipment is to be installed, validated and commissioned. The contractor shall also provide training to TEC staff on the supplied setup.

2.3 The main items of work included in this project are:

- a. Supply of Power Meter/Analyser with PC Application Software as per schedule of requirement given in clause 2.0 of Section-V.
- b. Installation, integration, validation and commissioning of individual item(s) of GP Lab.

- c. Installation/ configuration of the PC Application Software, including scripts or any such system on the purchaser supplied PC, so as to generate the Measurement Reports, as described in Measurement Guidelines.
- d. Training on operation and maintenance of the Power Meter/Analyser, on operation of PC Application Software and on testing methodology and techniques relevant to the scope of the Lab.
- e. Maintenance Support of the Power Meter/Analyser and Software support for the PC Application Software during warranty period of two years, including calibration of Power Meter/Analyser and Upgrades/ updates in its PC Application Software.

3 IMPLEMENTATION STRATEGY

3.1 Turnkey Project:

- a. The Contractor shall be responsible for the installation, integration, validation and commissioning of individual item(s) and warranty of 2 years post-commissioning of the item(s) of Lab. Any additional equipment/ software required for the purpose of completing the validation shall be arranged by the contractor at no extra cost to purchaser except DUT (i.e. router and switch) which will be provided by the purchaser.

3.2 Site Details:

- 3.2.1 Site Preparation: The GP Lab shall be installed in existing NGN Lab on sixth Floor, TEC building. The purchaser shall provide the necessary infrastructure such as space, AC power, and air-conditioning required for the project. Further extension of power, inter-instrument and inter-rack cabling etc. shall be arranged by the contractor.
- 3.2.2 Site Visit: Bidders are allowed on request to have a preview and detailed evaluation of existing facilities in the NGN Lab before actual bidding for this Lab as per terms and conditions laid in this tender.

3.3 Project Schedule:

The schedule of delivery, installation/integration, validation and commissioning of item(s) of GP Lab will need to be completed by the contractor as per the schedule given below:

S.No.	Action by contractor	Time Schedule
1	Supply of Equipment	30 days from date of PO
2	Installation/ Integration of equipment	60 days from date of PO
3	completion of Validation	120 days from date of PO

4 INSTALLATION/ INTEGRATION

- 4.1 The purchaser shall provide the site ready with light, air conditioning, AC supply. Installation shall involve following activities:
- i. Installation of Power Meter/Analyser at suitable location in NGN Lab.
 - ii. Laying of power, data, signal, or other such cables or connectivity and extension of AC supply as may be required for setting up of Lab. All the wiring/ cabling shall be labeled for ease of detection during installation and troubleshooting.
 - iii. Installation shall be carried out using high quality installation material and proper workmanship, cleanliness and labeling so as to give aesthetic look to the Lab.
- 4.2 Integration shall involve interconnecting the DUT and the Power Meter/Analyser in the manner shown in figure: Test Setup for Energy Efficiency Measurement in clause 1 of Section-V. The Power Meter/Analyser shall also be connected to the PC, hosting PC Application Software. The PC Application Software shall be loaded on the PC provided by purchaser.

5 TESTING AND VALIDATION

- 5.1 The Contractor shall complete the integration and shall test its functioning as required under the project. Thereafter, he shall offer the item(s) of Lab for validation, as per time schedule indicated in clause 3.3 of this section.
- 5.2 The contractor shall be required to give a detailed test plan for the validation of the equipment supplied, within thirty days of the placement of PO. The test plan shall be approved by the purchaser with modifications as deemed fit and the same shall be final. The test plan shall include the testing of Power Meter/Analyser for conformance to its specifications and testing of one Router and one switch (provided by the purchaser) in accordance with the Measurement Guidelines. Generation of various reports shall also be part of validation.
- 5.3 The validation of GP Lab Phase-I shall be carried out by a Technical Committee nominated by the purchaser and the contractor shall provide assistance to the committee to run the tests for generation of energy efficiency figures of the DUT and its various reports.
- 5.4 Certificate of conformance from accredited lab in respect of features/ functions of Power Meter/Analyser which cannot be tested at site during validation (e.g. EMI/ EMC) shall be arranged by the Contractor.
- 5.5 Delay in submission of test plan and validation resulting in delay in commissioning of item(s) of Green Passport Lab shall attract LD as per clause 13 of Section-III. Non completion of validation shall not prevent the purchaser to use the lab for commercial purpose.

6 COMMISSIONING AND TAKING OVER

- 6.1 Commissioning of item(s) of GP Lab will be carried out based on completion of following activities:
- a. Supply, installation and integration activities as mentioned in clause 3 and 4 of this section.
 - b. Validation as per the test plan approved by the purchaser as per clause 5 of this section.
 - c. Verification of complete stock including any standard manuals, documents, spares, calibration certificate, Integration Software source code and its legal licenses.
 - d. Starting at least one Hands-on/ Practical Training as stipulated in clause 8 of this section.
- 6.2 On meeting the above requirements, TEC will declare the item(s) 'Fit for Commissioning' indicating the date of completion of latest of the above requirements as the date of commissioning. Thereafter, a 'Taking Over' Certificate shall be issued by TEC which shall be used for processing of bill for release of the second installment of payment to the Contractor in accordance with clause 9 of Section-III.
- 6.3 Warranty will start from the date of Commissioning of individual item(s) of the GP Lab.
- 6.4 Non-completion of validation resulting in its delay in commissioning beyond the prescribed time shall not prevent the purchaser to put the lab to commercial use. This, however, shall not constitute start of warranty period as per relevant clauses.

7 CALIBRATION AND UPDATES:

- 7.1 Calibration certificates for the Power Meter/Analyser, valid for at least next one year on the scheduled date of completion of supply shall be submitted before validation. Further calibration of instruments shall be carried out by the contractor under warranty obligations.
- 7.2 Software and firmware updates, and upgrades not involving version change, for the Power Meter/Analyser and the PC Application Software released by concerned OEMs shall be provided by the Contractor within 15 days of release by the OEM, without any extra cost to the purchaser during entire period of project including warranty and AMC.
- 7.3 The Contractor shall provide original licenses/ software keys for all software from its respective OEMs.
- 7.4 All original calibration certificates/ software licenses/ keys shall be handed over by the contractor to the consignee separately under receipt.

8 TRAINING:

- 8.1 The contractor shall provide Hands-on/ Practical training to TEC staff on the supplied equipment/ software. The training shall be for up to 5 persons in one or two batches, as per requirement of the purchaser.
- 8.2 The hands-on/ practical training shall cover operation and maintenance of the Power Meter/Analyser and PC Application Software, routine and schedule maintenance, updation/ upgradation of PC Application Software and calibration of Power Meter/Analyser, report generation and functioning of PC Application Software using block diagrams.
- 8.3 Hands-on/ Practical training should be completed before commissioning of the item(s) of Lab.
- 8.4 If the training requires visit of a training/ production/ testing facility, such visit shall be arranged by the Contractor. The transport, board and lodging expenses of the trainees in this case will be borne by the purchaser.
- 8.5 All training costs, including that of trainer, training material, training tools/ aids and generation/ evaluation of test reports, will be borne by the contractor.
- 8.6 Training to more trainees (if asked by purchaser) shall be provided within one year of the commissioning of the item(s) of the Lab, as per the requirement of the Purchaser.
- 8.7 Training material, in the form of high quality printed documents and/or in the form of soft copy, shall be provided by the Contractor to every trainee. In addition, two sets of training material (bound hard copy and soft copy) shall also be given to the consignee. The purchaser reserves the right to reject training material, if not found of proper quality. In such a case the Contractor shall immediately replace rejected material with good quality material.
- 8.8 The purchaser shall have the right to use/ reproduce the supplied training material for use of TEC.

9 AMC:

- 9.1 AMC will come into force immediately after completion of warranty period and shall be valid for five years. No separate AMC agreement will be signed as the same will be part of the Purchase Order itself. The AMC can further be extended (after expiry of five years of AMC) on yearly basis on mutually agreed terms & Conditions.
- 9.2 The supplier shall undertake to maintain the equipment for hardware, software and any other related items supplied by them and take full responsibility for their continuous working. The AMC shall include periodic testing, preventive and corrective maintenance including replacement of spare parts. The offered rate for 5 years shall be clearly specified. Supplier shall be

responsible for complete technical/ operation support during the warranty & AMC period.

- 9.3 The AMC quote shall be inclusive of user replaceable spares stocked by contractor at his cost at the purchaser premises.

SECTION-V

SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATIONS

1 For illustrative purpose, schematic diagram of the test setup for Energy Efficiency Testing of IP related equipment is given in the figure on page 36. The steps involved are briefly described below:

1.1 Measurement:

Step1: Connection: Configure the physical topology as shown in the schematic diagram and connect all ports of DUT with Traffic Generator.

Step2: DUT and Traffic Generator (TG) Configuration: The DUT and the TG shall be configured according to DUT class requirements and offered load defined in the class requirements.

Step3: Qualification: Determine the maximum load that can be sustained at Non Drop Rate (NDR), using binary search heuristics (similar to RFC2544) or any other methodology. This is the throughput (T_d).

Step4: Measurement at Full Load: The NDR traffic T_d is applied to DUT for a period of 15 minutes. Power is sampled at one-second intervals and average power calculated(P_{u3}).

Step5: Utilization (u_2): The traffic is reduced to u_2 (50%, 30%, 10% of T_d , as required) and is run for 15 minutes. The power is sampled at one-second intervals and average power calculated(P_{u2}).

Step6: Idle Load (u_1): The DUT is run without traffic. The power is sampled at one-second intervals within 15 minutes and average power calculated(P_{u1})

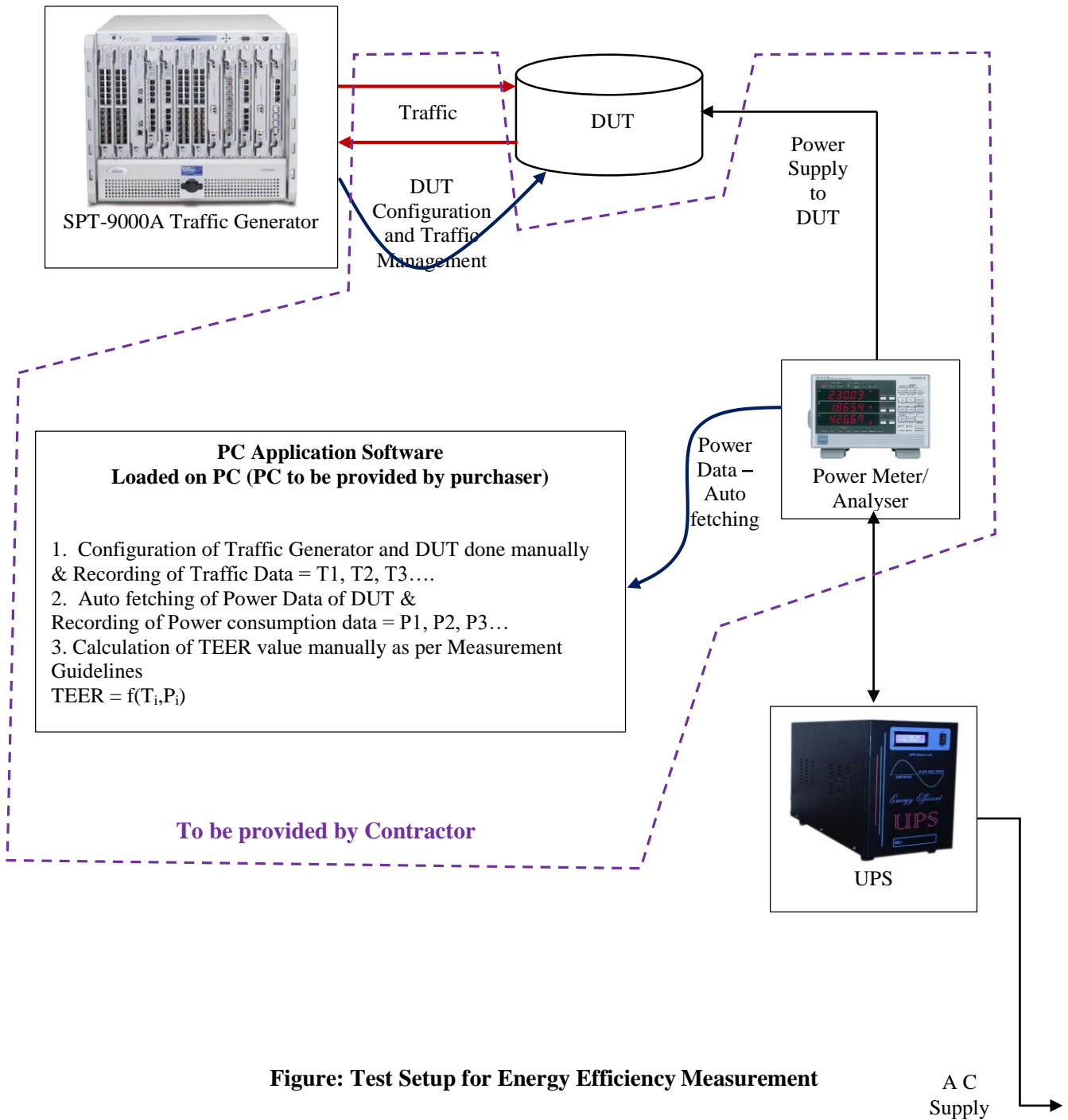
1.2 Calculation:

P_w is calculated using the formula $P_w = a * P_{u1} + b * P_{u2} + c * P_{u3}$, where a , b , c are weight multipliers as defined in Measurement guidelines for specific DUT type. (e.g. $u_1, u_2, u_3 = 0\%, 30\%, 100\%$ and $a, b, c = 0.1, 0.8$ and 0.1 respectively)

TEER is calculated using the formula $TEER = T_d / P_w$.

1.3 Report:

Various reports are generated as per Measurement Guidelines.



2 SCHEDULE OF REQUIREMENT

2.1 Supply of following items:

- 2.1.1 Power Meter/Analyser as per specifications given in clause 3.1 of this section.
- 2.1.2 PC Application Software (to be loaded on purchaser provided PC), with its source code, documents and licenses as per specifications given in clause 3.2 of this section.
- 2.1.3 Cables and connectors (as per details given in clause 3.3 of this section) to connect Power Meter/Analyser to DUT and the PC on which PC Application Software is loaded to the Power Meter/Analyser. Any additional hardware, if required for achieving these connections shall be treated as part of requirement.
- 2.1.4 Tools and accessories, as may be required for day to day operation and maintenance of the Lab, as per details given in clause 3.4 of this section.
- 2.1.5 Complete documentation (2 sets including one hard copy)
- 2.2 Installation, Validation and Commissioning as per details given in Section-IV.
- 2.3 Two years' warranty and AMC for five years, during which maintenance support is to be provided.
- 2.4 Training, as per clause 8 of Section-IV.

3 TECHNICAL SPECIFICATIONS

Detailed specifications of the requirement laid down in the price schedule as provided below:

3.1 Power Meter/Analyser

The Power Meter/Analyser is to meet the following specifications:

3.1.1	Measurement Parameters:	Voltage, Current, Active Power, Reactive Power, Apparent Power, Energy, Power Factor, Phase Angle, Peak Voltage, Peak Current, Crest Factor.
3.1.2	Voltage Measurement:	RMS/ Mean/ AC/ DC
3.1.3	Voltage Range:	(i) 0-300 V DC (ii) 0-300 V AC (Single Phase)
3.1.4	Current Range:	0-20A direct current input, which can be extended upto 40A with the provision of Shunt/CT
3.1.5	Frequency Range:	0, 0.1Hz to 20kHz

3.1.6	Power Measurement:	Active Power Amount (WP), Apparent Power Amount (WS) And Reactive Power Amount (WQ)
3.1.7	Power Range:	0 W to 12 kW
3.1.8	Resolution:	1% of the range setting.
3.1.9	Power Accuracy:	AC (0.1% of reading + 0.1% of range) DC (0.3% of reading + 0.2% of range). ± 0.5 µW maximum
3.1.10	Auto Zero:	Initiate zero routines to store zero offset
3.1.11	Auto Calibration:	Initiate self-calibration routine after connection of sensor to power reference
3.1.12	Display Type:	7 segment LED display/ LCD display
3.1.13	Communication Interfaces:	USB/ Ethernet (10/100 BaseT)/ RS232/ GPIB
3.1.14	Data Updating Interval:	200 ms /500 ms/ 1s/ 2s/ 5s (selectable)
3.1.15	Sampling Frequency:	Approximately 100 KS/s
3.1.16	Crest Factor:	At least 5
3.1.17	Other Requirement:	a. Supply, installation & configuration of PC Application Software to generate measurement reports. b. Software based data monitoring and logging, MAX hold, Peak hold (instantaneous maximum value hold), Auto Ranging capability in integration mode and synchronized measurement
3.1.18	Input Impedance:	As per the Manufacturer's design
3.1.19	Wiring:	1P3W (Single Phase, Three wire)-2 Channel
3.1.20	Power Supply	The instrument shall work from the single phase AC power supply without any degradation with nominal 230 volts AC with voltage variation of -15% to +10% at 50 Hz±2 Hz.
3.1.21	Calibration and Linearity Correction Factor:	The instrument shall have the capability to incorporate sensor frequency response calibration data. The data for the same shall be supplied along with the sensor by the manufacturer. It shall be possible to enter the data in Power Meter/Analyser manually or automatically either in the form of CAL

		factor or linearity correction figure of suitable value to minimize measurement error.
3.1.22	Power Factor:	The Power Meter/Analyser should be capable of correcting the power factor on AC feeds and energy consumption calculations should be based on averaging multiple readings over the course of measurement.
3.1.23	EMI/ EMC Requirements	The Instrument shall conform to EMI/EMC requirements as given in clause 4.0 of this section.
3.1.24	Safety requirements:	The equipment shall conform to IEC/EN 61010 Part 1: General Safety Requirements for Electrical Equipment for Measurement, Control and Laboratory Use.

3.2 PC Application Software

- 3.2.1 The PC Application Software shall enable the data collection during the measurement for generating various reports as per Measurement Guidelines.
- 3.2.2 The DUT shall be connected to the Traffic generator in TEC and to the UPS AC power source available in the Lab through Power Meter/Analyser. The configuration of the Traffic Generator and the DUT shall be carried out by TEC and DUT supplier respectively. After the required traffic is configured and starts passing through the DUT, the PC Application Software shall capture the power measurement data at 1 second intervals, or configurable intervals or as described in the Measurement Guidelines.
- 3.2.3 The data shall be recorded by taking measurements with Traffic Generator and DUT configurations at different configurable traffic values (e.g. 0%, 10%, 30%, 50%, 100%) in accordance with the Measurement Guidelines. The process of measurement thus shall be repeated for different configurations of the DUT (e.g. inserting various hardware modules in case of a modular device) and/ or different traffic values.
- 3.2.4 When required number of measurements have been taken, then the data is processed manually to calculate the Energy Efficiency as per calculation formula given in Measurement Guidelines.
- 3.2.5 The datasheet shall be prepared with record of measurement details along with particulars of the DUT, details of applicant (owner of DUT) and date/ time/ place information etc.
- 3.2.6 Before start of measurement, data related to DUT like applicant's name and contact details, DUT name, make, model and configuration details, application date, test date, test fee realized etc. shall be manually inputted, for which necessary input forms shall be provided in the datasheet.

3.2.7 The PC Application software shall generate various reports using any of the parameters as search/ sorting criteria (e.g. date-wise, applicant search etc.). Format for these reports shall be provided by purchaser in consultation with the contractor.

3.2.8 Suitable provision for data archiving/ back up shall be available in the software.

3.3 Cables and Connectors

All cables and connectors to connect to DUT for its power measurement shall be supplied by the contractor. These cables and connectors shall be treated as consumables and any cable/ connector going faulty during warranty period shall be replaced by the contractor. It shall be the responsibility of the DUT supplier or the traffic generator shall already have the cables to fully load the system utilizing all ports of traffic generator. The DUT supplier/applicant shall arrange the appropriate adapters.

3.4 Tools and accessories

Tools, essential accessories and other associated electrical installation materials as per requirement of installation and commissioning shall be provided by contractor.

- (i) This shall include accessory to facilitate the direct device connection with power meter.
- (ii) This shall also include spare power cords, fuse for Power Meter/Analyser, spare cable lengths and connector making tools, in order to ensure that minor faults in cables/ connectors are attended then and there with the help of these tools/ spares without interruption of service.

4 EMI/EMC REQUIREMENTS FOR POWER METER/ANALYSER

<p>a) Conducted and radiated emission (applicable to instruments such as power meter, frequency counter etc.):</p>	<p>CISPR 11 {2015}- Industrial, scientific and medical (ISM) radio- frequency equipment - Electromagnetic disturbance characteristics- Limits and methods of measurement" To comply with Group 1 of Class A of CISPR 11 {2015}</p>
<p>b) Immunity to Electrostatic discharge:</p>	<p>IEC 61000-4-2 {2008) "Testing and measurement techniques of Electrostatic discharge immunity test". Limits: i. Contact discharge level 2 {± 4 kV} or higher voltage;</p>

	ii. Air discharge level 3 {± 8 kV} or higher voltage.
c) Immunity to radiated RF:	IEC 61000-4-3 (2010) "Testing and Measurement Techniques-Radiated RF Electromagnetic Field Immunity test" Limits: Under Test level 2 {Test field strength of 3 V/m} for general purposes in frequency range 80 MHz to 1000 MHz and for protection against digital radio telephones and other RF devices in frequency ranges 800 MHz to 960 MHz and 1.4 GHz to 6.0 GHz.
d) Immunity to fast transients (burst):	IEC 61000- 4- 4 {2012) "Testing and measurement techniques of electrical fast transients/ burst immunity test" Limits: Test Level 2 i.e. a) 1 kV for AC/DC power lines; b) 0. 5 kV for signal / control / data / telecom lines.
e) Immunity to surges:	IEC 61000-4-5 (2014) "Testing & Measurement techniques for Surge immunity test" Limits: i. For mains power input ports: (a)2 kV peak open circuit voltage for line to ground coupling (b) 1 kV peak open circuit voltage for line to line coupling ii. For telecom ports: (a) 2 kV peak open circuit voltage for line to ground (b) 2 kV peak open circuit voltage for line to line coupling.
f) Immunity to conducted disturbance induced by Radio frequency fields:	IEC 61000-4-6 (2013) "Testing & measurement techniques -Immunity to conducted disturbances induced by radio-frequency fields" Limits: Under the test level 2 {3 V r.m.s.}in the frequency range 150 kHz-80 MHz for AC/ DC lines and Signal/ Control/ Telecom lines.

<p>g) Immunity to voltage dips & short interruptions (applicable to only ac mains power input ports, if any):</p>	<p>IEC 61000-4-11 (2004) "Testing & measurement techniques- voltage dips, short interruptions and voltage variations immunity tests"</p> <p>Limits:</p> <ul style="list-style-type: none">i. a voltage dip corresponding to a reduction of the supply voltage of 30% for 500ms (i.e. 70 % supply voltage for 500ms)ii. a voltage dip corresponding to a reduction of the supply voltage of 60% for 200ms; (i.e. 40% supply voltage for 200ms)iii. a voltage interruption corresponding to a reduction of supply voltage of > 95% for 5s.iv. a voltage interruption corresponding to a reduction of supply voltage of >95% for 10ms.
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ANNEXURE-I EMD BG FORM

Whereas _____ (hereinafter called the *Bidder*) has submitted its bid dated _____ for the Setting up of Green Passport Lab, Phase-I against Tender Enquiry No. 2-16/2019-MM/TEC dated 15.04.2019, know all men by these presents that we _____ of _____ having our office at _____ registered _____ at _____

_____ (hereinafter called the *Bank*) are bound unto the Sr. DDG, TEC (hereinafter called the *Purchaser*), for the sum of Rs.20,000 /- for which payment will and truly be made to the Purchaser, the Bank binds itself, its successors, and assigns by these presents.

The conditions of the obligation are

1. If the Bidder withdraws its bid during the period of the bid validity as specified by the Bidder on the Bid Form, or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser, during the period of bid validity
 - a. Fails or refuses to execute the contract, if required, or
 - b. Fails or refuses to furnish performance security, in accordance with the Instructions to the Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition(s).

This guarantee will remain in force as specified in the Instruction to the Bidders, for the period 285 days from the date of opening of bid or any other date as extended, and any demand in respect thereof should reach the Bank not later than the specified date(s).

Dated the ----- day of -----, Two thousand one only.

For -----
(Indicate the name of the bank)

Witnesses: -

1.

Telephone No.(s): -
STD Code-
FAX No.
E-Mail Address:-

2.

ANNEXURE-II INDEMNITY BOND

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

1.(Name & address of the bidder)..... indemnify Telecom Engineering Centre, Department of Telecommunications Khurshid Lal Bhawan, Janpath, New Delhi – 110 001 (hereinafter called TEC) against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof, supplied against the tender, in Indian Telecom Network & TEC Laboratory.

2.(Name & address of the bidder)..... indemnify the TEC in respect of any damages, claims, loss or legal action against TEC for acts of commission,(use of hardware and software licenses during and after commissioning) or omission on part of the contractor, its agents or servants.

Signature.....
Name.....
Address.....
.....

Place:

Date:

Witnesses:

1.

2.

ANNEXURE-III PROFILE OF BIDDER

1. Full Name of Bidder
2. Registered Address
3. Address of correspondence
4. Details of Contact/Authorized Person
Name & Designation _____
Address _____
Tel No. (Landline) _____ Mobile _____
Email ID _____ FAX: _____
5. Type of Firm: Private Ltd./Public Ltd./Co-operative/PSU/Proprietary
(Please tick the appropriate)
6. Name(s) of Directors/ partners/ proprietor
7. PAN/GIR No.: _____
8. TIN No.: _____
9. GST Registration No.: _____
10. Proof of Annual Turnover of Rs.30 Lakhs or more:
11. Earnest money details: DD No. _____ dated _____ for
₹ drawn on _____
12. Bank Account details of the bidder:
 - a. Name and address of Bank
 - b. Account no.
 - c. MICR no.
 - d. IFSC code of Branch
13. Any other relevant information:

(Signatures of authorized signatory)
Name _____
Designation _____
Seal:

ANNEXURE-IV

NO NEAR-RELATIVE DECLARATION/CERTIFICATE

(To be submitted by either authorized signatory or proprietor, or each partner/director in case of partnership firms/companies)

I _____ son/ daughter/ wife
of Shri _____
Proprietor/ Partner/ Director/ Authorised signatory/ Representative of M/s

(Name and address of the bidder) is competent to sign this declaration and execute the tender document regarding "Setting up of Green Passport Lab, Phase-I at TEC, New Delhi";

I _____ resident of _____ hereby certify that none of relatives of mine/ proprietor/ partners/ directors is/ are employed in the units where he/ she is going to apply for the tender. In case at any stage it is found that the information given by me is false/ incorrect, the purchaser shall have the absolute right to take any action as deemed fit/ without any prior information to me.

I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same;

I also undertake that our firm will observe all legal formalities or/ and obligations under the contract well within time. In case of failure to observe any of the legal formalities or/and obligations. I shall be personally liable under the appropriate law.

The Information/documents furnished, along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Proprietor/Partners/Director/Authorized Signatory)

Full Name:

Date:

Address:

Place:

Seal:

ANNEXURE-V

NO BLACKLISTING DECLARATION/ CERTIFICATE

(To be submitted by either authorized signatory or proprietor, or each partner/ director in case of partnership firms/companies)

I _____ son/ daughter/
wife of Shri _____
_____ Proprietor/ Partner/ Director/ Authorized signatory/ Representative of
M/s _____
(Name and address of the bidder) is competent to sign this declaration and execute the tender document regarding "Setting up of Green Passport Lab, Phase-I at TEC New Delhi";

I _____ resident of _____ hereby
certify that our company has not been black-listed by any Ministry/ Department/ PSU of the Central Government. In case at any stage it is found that the information given by me is false/ incorrect the purchaser shall have the absolute right to take any action as deemed fit/without any prior information to me.

I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same;

I also undertake that our firm will observe all legal formalities or/and obligations under the contract well within time. In case of failure to observe any of the legal formalities or/and obligations, I shall be personally liable under the appropriate law.

The Information/documents furnished, along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Proprietor/ Partners/ Director/ Authorized Signatory)

Full Name:

Date:

Address:

Place:

Seal:

ANNEXURE-VI BID FORM

**2-16/2019-MM/TEC
Dated: 15.04.2019**

To
Sr. DDG TEC
New Delhi

Dear Sir,

Having examined the conditions of tender and specifications including clarifications/addenda the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the items quoted in Price Schedule of this bid document in conformity with said conditions of contract and specifications for a sum of amount as quoted in Price Scheduler such other sums as may be ascertained in accordance with the schedule of prices and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete deliveries as prescribed in the tender document.

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

We agree to abide by this Bid for a period of 240 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.

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 of2019

(.....)

Signature of.....

in capacity of.....

(Duly authorized to sign the bid for and on behalf of.....)

Witness.....

Tele No.(s):-

Signature.....

FAX No.(s):-

Address.....

E-Mail Address:-

ANNEXURE-VII TECHNICAL PROFORMA

Sl. No.	Item Description	Make	Model	Collaborators if any	Remarks, if any
1	Power Meter/Analyser				
2	PC Application Software				

ANNEXURE-VIII COMPLIANCE AND DEVIATION STATEMENT

The specifications/ requirements in respect of all items to be supplied under this tender are fully complied, except with the following deviations*:

S. No.	Item Code	Item Name	Specification clause	Required Specs	Supplied Specs	Remarks, if any

(* One row for each deviation in specification is to be filled up.)

Signature of.....

in capacity of.....

(Duly authorized to sign the bid for and on behalf of.....)

Tele No.(s):

FAX No.(s):

E-Mail Address:

ANNEXURE-IX

PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt ----- (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an agreement / (Purchase Order) No. ----- Dated ----- made between ----- and ----- for the Setting up of Green Passport Lab, Phase-I (hereinafter called 'the said Agreement'), of performance security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- contractor(s) do hereby undertake to pay to the TEC an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the TEC by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the TEC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the TEC by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the TEC in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of 8 Years & 6 Months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the period of 8 Years & 6 Months as the Purchaser may feel necessary in this behalf.

3. We undertake to pay to the TEC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ contractor(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during for a period of 8 Years & 6 Months from the date of Advance Purchase Order (Date.....). And that it shall continue to be enforceable till all the dues of the TEC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (TEC) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S) and accordingly discharge this guarantee.

5. We (Name of the bank) ----- further agree with the TEC that the TEC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TEC Against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the TEC or any indulgence by the TEC to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ contractor(s).
7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the TEC in writing.

Dated the ----- day of -----, Two thousand one only.

For -----
(Indicate the name of the bank)

Witnesses: (Name & Signature)

1.

Telephone No.(s):-
STD Code-
FAX No.
E-Mail Address:-

2.