

**E-Tender For Supply of Six Fixed High Frequency Radio Monitoring Equipment's For Wireless Monitoring Stations Of Wireless Monitoring Organisation At Lucknow (Uttar Pradesh), Dehradun (Uttarakhand), Bhubaneswar (Odisha) , Raipur (Chhattisgarh), Patna (Bihar) and Vijayawada (Andhra Pradesh)**

Tender No. – 01/2017-18

Date – 10/10/2017




Government of India  
Ministry of Communications  
Department of Telecommunications  
Wireless Monitoring Organisation  
Wireless Monitoring Headquarters  
E-Wing, 3<sup>rd</sup> Floor, Pushpa Bhawan,  
New Delhi – 110062

(Visit at <https://eprocure.gov.in/eprocure/app> or <http://www.dot.gov.in> )

**Bid Security Deposit – Rs. 14, 00,000/- (Rupees Fourteen Lakhs Only)**

**Section 1**  
**Notice Inviting Tender**

	Wireless Monitoring Organisation Wireless Monitoring Headquarters Department of Telecommunications New Delhi - 110062 Notice Inviting Tender
Office of Issue	Wireless Monitoring Headquarters, Pushpa Bhawan, New Delhi-110062
Tender No.	01/2017-18/PI
Tender Forms available at website	<a href="http://www.dot.gov.in">http://www.dot.gov.in</a> <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
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Last Date and Time for seeking clarifications by Bidder	24-10-2017 16:30 Hrs
Date /Place of Pre-Bid Meeting	31-10-2017 10:30 Hrs Wireless Monitoring Headquarters, Pushpa Bhawan, New Delhi-110062
Bid Submission Start Date and Time	14-11-2017 10:30 Hrs
Bid Submission Last Date and Time	14-12-2017 16:30 Hrs
Date and Time of Opening of Technical Bid	18-12-2017 16:00 Hrs
Place of Opening of Technical Bid	Wireless Monitoring Headquarters, Pushpa Bhawan, New Delhi-110062
Date of Opening of Financial Bid	To be intimated later

On behalf of the President of India, online electronic bid under two cover system are invited for Supply of Six Fixed High Frequency Radio Monitoring Equipment's for Wireless Monitoring Stations of Wireless Monitoring Organisation at Lucknow (Uttar Pradesh), Dehradun (Uttarakhand), Bhubaneswar (Odisha), Raipur (Chhattisgarh), Patna (Bihar) and Vijayawada (Andhra Pradesh) through e-procurement portal from Original Equipment Manufacturer (OEM) / Authorized Distributors / Authorized Dealers / Subsidiary Indian Companies of the OEM / Indian Agents on behalf of Foreign Manufacturer or Principals. Bidders shall have to deposit Bid Security of Rs. 14,00,000/- (Rupees Fourteen Lakhs only) in the form of Demand Draft / Banker's Cheque / Bank Guarantee from any Scheduled Commercial Bank at Delhi in favor of "Pay and Accounts Officer (HQ), Department of Telecommunications, New Delhi-110001" before bid submission last date and time. Bid Document is available on DoT Website <http://www.dot.gov.in> (for reference only) and CPP Portal <https://eprocure.gov.in/eprocure/app> , for downloading purpose. Only online bids shall be accepted through CPP Portal <https://eprocure.gov.in/eprocure/app> . **Manual bids shall not be accepted.**

Sr. Dy. Director (PI)  
Wireless Monitoring Headquarters  
Pushpa Bhawan, New Delhi-110 062  
Contact No. 011-29054832

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## Section 2

### Instruction to Bidders

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#### 2.1 DEFINITIONS:

- 2.1.1 "The Purchaser" means Wireless Monitoring Organisation (WMO), Wireless Monitoring Headquarters (MHQ), Department of Telecommunications (DoT).
- 2.1.2 "The Bidder" means individual or firm who participates in this tender and submit its bid.
- 2.1.3 "The Supplier" means individual or firm supplying the goods under the contract.
- 2.1.4 "The Goods" means all the equipment, machinery, computer hardware / software and / or other materials, which the Supplier is required to supply to the Purchaser under the contract.
- 2.1.5 The " Award of Contract" means the intention of Purchaser to enter into the Contract with the bidder.
- 2.1.6 "The Letter of Award of Contract" (LoA) means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments, annexures and appendices thereto and all documents incorporated by reference therein. The Letter of Award of Contract" (LoA) shall be deemed as "Contract" appearing in the document.
- 2.1.7 "The Contract Price" means the price payable to the Supplier under the LoA for the full and proper performance of its contractual obligations.
- 2.1.8 "Contract period" means the period starting from the placement of LoA and ending with expiry of the AMC.

#### 2.2 COST OF BIDDING:

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

## 2.3 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### 2.3.1 Registration

2.3.1.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.

2.3.1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.3.1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication on/from the CPP Portal.

2.3.1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudra etc.), with their profile.

2.3.1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

2.3.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

### 2.3.2 Searching For Tender Documents

2.3.2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2.3.2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

2.3.2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### **2.3.3 Preparation of Bids**

2.3.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2.3.3.2 Bidder to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2.3.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

2.3.3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents and keep it as a repository.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

### **2.3.4 Submission of Bids**

2.3.4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- 2.3.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.3.4.3 Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
- 2.3.4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/ couriered/given in person to the officer / official concerned, latest by the last date of bid submission or as specified in the tender documents. The details of the Demand Draft /any other accepted financial instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 2.3.4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. **If the BoQ file is found to be modified by the bidder, the bid will be rejected.**
- 2.3.4.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.3.4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.3.4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.3.4.9 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.3.4.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **2.3.5 Assistance To Bidders**

2.3.5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2.3.5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462, 0120-4001002, 0120-4001005.

## **2.4 BID DOCUMENT:**

2.4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid document includes the following:

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	Appendix to Instructions to Bidders (AITB)
Section 4	Eligibility and Qualification Criteria
Section 5	Schedule of Requirements
Section 6	Technical Specifications (including drawings) and Quality Assurance (Inspections and Tests)
Section 7	General Conditions of Contract
Section 8	Special Conditions of Contract
Section 9	Annexure (As follows)
9.1	Format for Pre-bid Integrity Pact
9.2	Format for Bid Security Form
9.3	Guarantee Bond for Bid
9.4	Guarantee Bond for Annual Maintenance Contract (AMC)
9.5	Certificate Declaring No Near Relatives in DoT
9.6	Bid Form



- 9.7 Format for Price Schedule (BoQ\_price\_schedule.xls)
- 9.8 Questionnaire (SB 132-A)
- 9.9 Manufacturer's authorization certificate and  
Manufacturer's confirmation of extending the required  
warranty
- 9.10 Format of Authority Letter for attending Bid Opening.
- 9.11 Proprietary Article Certificate
- 9.12 Letter of Award of Contract
- 9.13 No Claim Certificate
- 9.14 Tender Acceptance Letter

2.4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the bid documents or submission of bids not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in rejection of the bid.

## **2.5 CLARIFICATION ON BID DOCUMENT SOUGHT BY BIDDER:**

2.5.1 A prospective bidder, requiring any clarification of the Bid Document shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the bid documents within given specific date and time and clarification by the Purchaser shall be sent to the prospective bidder online and to all other prospective bidders. However after pre-bid meeting no request for clarification from the bidder shall be entertained.

2.5.2 Any clarification issued by Tender Inviting Authority (TIA) i.e. WMO, MHQ, DoT in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

## **2.6 PRE-BID MEETING**

2.6.1 Pre bid meetings shall clarify the technical and procurement aspects of the solicitation documents with prospective bidders and take the issues of prospective bidder into consideration in order to improve the solicitation documents. The intent is to give bidders sufficient information to help them submit a bid or proposal that responds to the requirement.

2.6.2 Bidders should submit written queries in advance/ email of the pre bid conference.

2.6.3 Date, time and place of pre-bid conference is mentioned in Section 1 i.e. in Notice Inviting Tender. The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification/s, the bids will be opened in the next working day, time and venue remaining unaltered.

## **2.7 AMENDMENT OF BID DOCUMENT:**

2.7.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments, if required.

2.7.2 The amendments shall be notified online only through corrigendum, if any.

2.7.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **2.8 DOCUMENTS COMPRISING THE BID:**

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

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

2.8.1 **Technical bid** should contain the scanned copy in .pdf format of following documents. Documents shall be arranged in the same order as mentioned below.

2.8.1.1 Technical compliance table as per clause 6.2 of the bid document and any deviation also as per table in clause 6.2 of the bid document.

2.8.1.2 Proof for supporting the legal validity entity of the Bidder shall be submitted as per clause 4.2 (a) of the bid document.

2.8.1.3 Attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed last three financial years i.e. for 2014-15, 2015-16 and 2016-17 as per clause 4.2 (b) of the bid document.

- 2.8.1.4 Attested copy of work orders along with work completion certificates / ongoing work certificates (starting from April 2012 till March 2017) having experience shall be acceptable as per clause 4.2 (d) of the bid document.
- 2.8.1.5 Bid Security of Rs. 14,00,000/- (Rupees Fourteen Lakhs only) in the form of Demand Draft / Banker's Cheque /Bank Guarantee from any Scheduled Commercial Bank at Delhi in favor of "Pay and Accounts Officer, Dept. of Telecom (HQ), New Delhi-110001 as per clause 2.12 of the bid document.
- 2.8.1.6 Clause by clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping the tender acceptance letter by authorized person(s) as given in Annexure 9.14 of the bid document.
- 2.8.1.7 Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be. Copy of Income Tax Return for the completed last three Financial Years as per clause 4.3 (a) of the bid document.
- 2.8.1.8 Copy of PAN as per clause 4.3 (c) of the bid document.
- 2.8.1.9 Copy of GST Registration Certificate as per clause 4.3 (c) of the bid document.
- 2.8.1.10 Declaration to the effect that the firm is not debarred / blacklisted by any Govt. Organization/ DGSD/ NCCF/ Kendriya Bhandar/ PSU during last three financial years as per clause 4.3 (g) of the bid document.
- 2.8.1.11 No near relative certificate as per clause 4.3 (h) of bid document. Annexure 9.5
- 2.8.1.12 Certificate from manufacturer as per clause 4.5 of bid document. Annexure 9.9
- 2.8.1.13 Proprietary item certificate as per Annexure 9.11 of the bid document.
- 2.8.1.14 Any other relevant document as per the bid document.

2.8.2 **The financial bid** shall contain:

2.8.2.1 Bid Form as per Annexure 9.6 of the bid document in .pdf.

2.8.2.2 Schedule of price bid in the form of BOQ\_XXXX .xls.

**Note:** Financial Proposal/Commercial bid format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected

**2.9 BID FORM:**

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

**2.10 BID PRICES:**

2.10.1 The bidder shall indicate “Per Unit Price”, “Total Price” against each item of goods and

“Total Price of all Items” it proposes to supply, in the Price Schedule. From “Total Price of all Items”, “Discounts Allowed” and “Value of Free Supplies” may be deducted and on the balance amount taxes/duties/levies may be calculated to arrive at the total value of contract as per Annexure–9.7.

2.10.2 Prices indicated in the Price Schedule shall be entered in the following manner:

2.10.2.1 The price of the goods shall be quoted as total unit price (inclusive of all the price components like taxes and levies) for each individual item.

2.10.2.2 The bidder shall quote only one price for each item.

2.10.2.3 The total price for each individual item shall be entered after multiplying the quantity with total unit price.

2.10.2.4 The Total Price of all Items” shall be calculated by adding the “Total Price” of each individual item. From this “Total Price of all Items” “Discounts Allowed” and “Value of Free Supplies” may be deducted and on the balance Taxes/Duties/Levies may be calculated to arrive at the “Total Value of Contract”

- 2.10.2.5 Total price of tendered items may be shown in both words and figures and in case of difference; the amount shown in words shall prevail and shall be considered for all purposes during the entire period of Tender.
- 2.10.2.6 The prices quoted by the bidder shall remain firm and fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is to be treated as non-responsive and rejected.
- 2.10.2.7 The prices quoted shall remain valid for 150 days from the date of opening of Financial Bid and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.
- 2.10.2.8 The unit price quoted by the bidder shall be sufficient in detail to enable the purchaser to arrive at prices of equipment / goods offered.
- 2.10.2.9 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.
- 2.10.3 The price approved by the DoT for procurement will be inclusive of all the price components like levies and taxes, packing, forwarding, freight and insurance as mentioned in para 2.10.1 above. Break up in various heads like taxes, insurance  
freight and other levies paid/payable as per clause 2.10.2 is for the information of the purchaser, if there is any reduction in the rates of any taxes the benefit of same shall be passed on to the Purchaser.
- 2.10.4 All the prices, taxes, levies etc should be quoted in INRs otherwise tender will not be accepted. No foreign exchange will be made available by the purchaser.

## **2.11 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:**

The documentary evidence in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance on the DoT's technical specifications and commercial conditions demonstrating substantial responsiveness to the technical specifications and commercial conditions in the form of signing and stamping all the pages of the original bid document and compliance table as given in clause 6.2 of the bid document by the authorized person/persons or Tender Acceptance Letter as per Annexure 9.14 of the bid document. In Case of deviations a statement of

deviations and exceptions to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered. The goods/equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier.

## **2.12 BID SECURITY:**

2.12.1 Pursuant to Clause 4.3 (e) of the bid document, bidders shall furnish, as part of his bid, a bid security of amount of Rs. 14,00,000/- (Rupees FOURTEEN LAKH only) in the form of Demand Draft / Banker's Cheque / Bank Guarantee (as per Annexure 9.2) from any Scheduled Commercial Bank in Delhi/ New Delhi in favour of Pay and Accounts Officer (HQ), Department of Telecommunications, New Delhi-110001", valid for a period of 195 days from the date of Tender opening and shall be delivered physically to Sr. Dy. Director (PI), Wireless Monitoring Headquarters, Pushpa Bhawan, E-Wing, 3<sup>rd</sup> floor, New Delhi-110062 on or before Bid submission end date and time.

2.12.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to clause 2.12.6 of the bid document.

2.12.3 A bid not secured in accordance with clause 2.12.1 shall be rejected by the purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

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

2.12.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance LoA satisfactorily pursuant to clause 2.24 of the bid document and furnishing the performance security.

2.12.6 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
- b) In the case of a successful bidder, if the bidder withdraws or amends the tender or impairs or derogates from the tender or fails:
  - i) to accept or honor LoA.
  - ii) to sign the contract in accordance with clause 2.24 of the bid document
  - iii) to furnish performance security in accordance with clause 2.24.2 of the bid document.

## **2.13 PERIOD OF VALIDITY OF BIDS:**

2.13.1 Bidders should note that their offers should remain open for acceptance for a minimum period of 150 days from the actual opening of the bid including any extension thereof. If the bidders are unable to keep their offers open for this period, they should specifically state the period for which their offers are open but they must realize that such a provision may prevent their offers from being considered by the Purchaser, and the Purchaser shall not entertain any further correspondence in this regard.

2.13.2 Quotations qualified by vague and indefinite expressions such as 'subject to immediate acceptance', 'subject to prior sale' etc., shall not be considered.

2.13.3 Quotations from bidders who have not downloaded the tender document from the CPP portal, quotations not accompanied by bid security and quotations without letter of authority from the manufacturer shall be ordinarily rejected.

### **LATE BIDS:**

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

## **2.14 MODIFICATION AND WITHDRAWAL OF BIDS:**

2.14.1 The bidder can modify or withdraw his bid after the bid submission and before bid submission closing date and time.

2.14.2 No bid shall be modified subsequent to the deadline for submission of bids.

## **2.15 OPENING OF BIDS:**

2.15.1 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their end through their dashboard on the tender website. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure 9.10 of the bid document.

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

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

## **2.16 CLARIFICATION ON BIDS SOUGHT BY PURCHASER FROM BIDDERS:**

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

## **2.17 PROCESSING OF BID DOCUMENT**

2.18.1 A bid evaluation committee will examine the technical bids, comprising information at relevant chapters of bid document, and any other annexes/appendixes /documents which the Bidder may have submitted and identify those Bids which meet the technical specifications and other requirements as mentioned in relevant chapters of the bid document. The Technical Evaluation Committee will evaluate the Technical Bids and will short list Technical Bids meeting the minimum technical requirements required by WMO. The criteria for evaluation of Technical Bid will be based on the following factors

- (i) Meeting all technical requirements;
- (ii) Compliance to all terms and conditions of the bid document ;

Based on the examination of the technical evaluation committee, the competent authority will approve the technically qualified bidders whose price bids will then be examined. The bidders approved by the competent authority will be informed about the acceptance of their technical Bids as well as about the date and time of opening of the Price Bids. The Bidders are at liberty to be present or authorize their representatives to be present at the time of opening of the Price Bid.

2.18.2 The price bids, corresponding to those technical bids which have been identified as minimally satisfying the technical criteria by the technical evaluation committee will then be evaluated by the bid evaluation committee. The bid evaluation committee, on behalf of the competent authority, may offer to award the bid, to the bidder who has quoted the lowest price in the price Bids.



## **2.18 TECHNICAL EVALUATION:**

2.18.1 Purchaser shall evaluate the technical bids to determine whether bidders are eligible and their bids are complete in all respect, required securities/ sureties have been furnished, the attached documents have been properly signed and the bids are generally in order and would upload the result of Technical Evaluation online on CPP Portal within 30 days from the date of opening of Technical Bid.

2.18.2 Prior to the Financial Bid opening, pursuant to clause 2.20 of the bid document, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the bid document without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

## **2.19 FINANCIAL BID OPENING/ FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:**

2.19.1 The purchaser shall shortlist bids of those bidders who are eligible and have submitted substantially technical responsive bid for opening of financial bid. The bidders declared successful in technical evaluation would be called to attend opening of financial bids. The financial bids of technically unsuccessful bidders would not be opened by WMO, MHq (DoT).

2.19.2 If the Bill of Quantity / Price Bid is found modified/tampered by the bidder, then the bid will be rejected.

2.19.3 The evaluation and comparison of responsive bids shall be done on the basis of total price of the goods and services offered inclusive of all the price components like levies and taxes, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule given in Annexure 9.7 of the bid document.

2.19.4 The financial evaluation shall be done to determine lowest bidder (L-1 vendor) on the basis of total cost of tendered items (goods and services). Result of financial evaluation would be uploaded online on CPP Portal within 15 days from the date of opening of financial bid.

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

2.19.6 The cost component towards maintenance of the goods for specified number of years is also to be added in the evaluated tender value on overall basis to decide the inter se ranking of the responsive tenders. Equipment with a lower quoted price may carry a higher maintenance liability. So, the total cost on purchase and maintenance of the equipment over the period of the maintenance contract will be assessed to consider its suitability for purchase. While evaluating the tender for annual maintenance of goods, the quoted prices pertaining to maintenance in future years will be discounted (as per DCF technique) to the net present value as appropriate for comparing the tenders on an equitable basis and deciding the lowest evaluated responsive tender.

## **2.20 CONTACTING THE PURCHASER:**

2.20.1 No bidder shall try to influence the Purchaser in any manner at any time on any matter relating to its bid.

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

## **2.21 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

2.21.1 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.

## **2.22 AWARD OF CONTRACT:**

2.22.1 The issue of letter of award of contract (LoA) as per Annexure 9.12 shall constitute the intention of Purchaser to enter into the contract with the bidder.

2.22.2 The bidder shall within 14 days of issue of award of contract, give his acceptance along with performance security in conformity with Annexure 9.3 of the bid document.

## **2.23 SIGNING OF CONTRACT:**

2.23.1 The issue of Letter of Award of contract (LoA) and Signing of Contract Agreement shall constitute the award of contract on the bidder.

2.23.2 Upon the successful bidder furnishing of Performance Security deposit of 10% of the Contract value pursuant to clause 7.2 of the bid document, the Purchaser shall discharge its bid security, pursuant to clause 2.12 of the bid document

2.23.3 Enter into an integrity pact as given in Annexure 9.1 of the bid document.

## **2.24 ANNULMENT OF AWARD:**

2.25.1 Failure of the successful bidder to comply with the requirement of clause 2.24 of the bid document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may take appropriate action in the matter.

## **2.25 NO NEAR RELATIVE WORKING IN DoT:**

2.25.1 The bidder should give a certificate that none of his/her near relative is working in DoT. The Bidder or its authorized signatory should furnish a certificate saying that none of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied as per the enclosed format at Annexure 9.5 of the bid document. Any breach of these conditions by the company or firm or any other person results in cancellation of the tender and the Bid Security will be forfeited at any stage whenever it comes to notice DoT and DoT will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit. The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family (HUF).

(b) Husband and Wife.

(c) If one is related to the other in the manner as Father, Mother, Son(s) and 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).

## Section III

### Appendix to Instruction to Bidders

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#### 3.1 Conflict of Interest among Bidders/Agents

3.1.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of TIA's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if;

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - i. The principal manufacturer directly or through one Indian agent on his behalf; and
  - ii. Indian/foreign agent on behalf of only one principal.
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

## **3.2 Special Conditions for Procurements**

### **3.2.1 Currency of Bidding**

Foreign Bidders as well as Indian Bidders are to quote in INR only.

### **3.2.2 Agency Commission**

The amount of Agency Commission, (not exceeding five percent) payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the bidder and will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/ suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings.

### **3.2.3 Delivery Terms**

The delivery terms are to be expressed in terms of CIF (Cost, Insurance & Freight) basis. All imports, as per the extant directive of the Government, airlifting of imported goods from abroad will be done only through the national carrier, that is, Air India, wherever applicable. However, before processing any contract involving import of goods through air, contemporary instructions in this regard shall be ascertained and followed.

### **3.2.4 Insurance**

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on an "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination. Delivery of imported goods is required by the purchaser on Cost Insurance and Freight (CIF) basis, the supplier shall arrange and pay for marine/air insurance.

### **3.3 Extension of Tender Opening Date**

Sometimes, situations may arise necessitating modification of the tender documents already issued. Also, after receiving the documents, a tenderer may point out some genuine mistakes necessitating amendment in the tender documents. In such situations, it is necessary to amend/modify the tender documents suitably prior to the date of submission of bids. Copies of such amendment/modification shall be simultaneously sent to all the selected suppliers by e-mail. When the amendment/modification changes the requirement significantly and/or when there is not much time left for the bidders to respond to such amendments, and prepare revised tender, the time and date of submission of tenders are also to be extended suitably, along with suitable changes in the corresponding time-frames for receipt of tender, tender validity period etc., and validity period of the corresponding EMD/bid security. Depending on the situation, such an amendment may also need fresh publication adopting the same procedure as for publication of the original tender enquiry.

## Section 4

### Eligibility and Qualification Criteria

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#### 4.1 Eligible Bidders:

This invitation for bids is open to **Original Manufacturers (OEM) / Authorized Dealers / Authorized Distributors / Subsidiary Indian Company of the OEM/ Indian Agent on behalf of the Foreign Manufacturer or Principals** of the tendered equipment as given in Section 5 of the bid document. The bidder must be legal entity having a Permanent Account Number (PAN), Certificate of Incorporation, Valid GST Registration Certificate. Copy of PAN, Certificate of Incorporation, GST Registration Certificate is to be submitted. In case Original manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and Bid Security will be returned as detailed in clause 3.6 of the bid document.

##### 4.1.1 Compulsory Enlistment of Indian Agents

It is compulsory for Indian agents who desire to quote directly on behalf of their foreign manufacturers/principals, to get them enlisted with the Central Purchase Organization (e.g. DGS&D). Moreover the registration of the foreign manufacturer is not a must for enlisting the Indian Agent under this scheme. This enlistment by DGS&D under this scheme does not certify the reasonableness of agency commission declared by the Agent.

#### 4.2 Minimum Eligibility Criteria

Following shall be the minimum eligibility criteria for selection of bidders;

**a. Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.

**b. Financial Capacity:** The bidders should have the minimum total turnover of Rupees Ten (10) crores in each of the last 3 financial years (2014-2015, 2015-2016, and 2016-2017) in the similar business. Relevant proof in support shall be submitted.

**c. Registration:** The Bidder should be registered with the Income Tax, Service Tax, GST authorities. Supporting proof in support shall be submitted.

**d. Experience:** The bidder shall have sufficient experience in establishment of equipment as required in this tender. The bidder should have experience of

having successfully completed similar works during the last five years. (Period to be calculated from April 2012 till March 2017). Relevant proof in support shall be submitted. Details are as follows in this regard;

- Three similar completed works costing not less than the amount equal to Rs 2,80,00,000/- (Rupees Two Crore Eighty Lakhs Only)

**OR**

- Two similar completed works costing not less than the amount equal to Rs 3,50,00,000/- (Rupees Three Crore Fifty Lakhs Only)

**OR**

- One similar completed works costing not less than the amount equal to Rs 5,60,00,000/- (Rupees Five Crore Sixty Lakhs Only)

**e. Not Debarred / Black Listed:** The bidder must not be debarred / blacklisted by any Govt. Organization/ DGSD/ NCCF/ Kendriya Bhandar/ PSU in the last three financial years.

#### **4.3 Documents supporting the Minimum Eligibility Criteria**

- (a) In proof of having fully adhered to the minimum eligibility criteria at 4.2(a), attested copy of Incorporation Certificate issued by the Companies Registrar; or any other deed in support of Proprietorship / Partnership Company shall only be acceptable.
- (b) In proof of having fully adhered to minimum eligibility criteria at 4.2(b), attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed three financial year i.e. for 2014-15, 2015-16 and 2016-17 shall only be acceptable.
- (c) In proof of having fully adhered to minimum eligibility criteria at 4.2(c), attested copy of PAN, GST Registration and Service Tax Registration shall be acceptable.
- (d) In proof of having fully adhered to minimum eligibility criteria at 4.2 (d), attested copy of work orders along with work completion certificates / ongoing work certificates (starting from April 2012 till March 2017) from the respective organizations in support of having experience shall be acceptable.
- (e) Bid Security of Rs. 14,00,000/- (Rupees Fourteen Lakhs only) in the form of Demand Draft / Banker's Cheque/ Bank Guarantee from any Scheduled Commercial Bank at Delhi in favor of "Pay and Accounts Officer, Dept. of Telecom (HQ), New Delhi-110001 as per Annexure 9.2 of the bid document.
- (f) Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document No. 01/2017-18/PI by authorized person(s).



- (g) Declaration to the effect that the firm is not / debarred blacklisted by any Govt. Organization/ DGSD/ NCCF/ Kendriya Bhandar / PSU during last three financial years
- (h) No near relative certificate in DoT as per Annexure 9.5 of the bid document.
- (i) Any relevant document supporting the bid.

**4.4** The financial bid shall contain:

- (a) Bid Form as per Annexure 9.6 of the bid document.
- (b) Schedule of price bid in the form of BOQ\_XXXX .xls as given in <https://eprocure.gov.in/eprocure/app> and to be submitted online.

**4.5 Certificate from Manufacturer**

When a firm sends quotation for an item manufactured by some different company, the firm is also required to attach in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation for extending the required warranty as per Annexure 9.9 and as per clause 3.9 of the bid document.

## Section 5

### Schedule of Requirement

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<u>S.No.</u>	<u>Description of Goods</u>	<u>Quantity Required</u>
1.	High Frequency Radio Monitoring Receiver (10 KHz to 30 MHz)	06
2.	Standard Antenna (preferably Whip type) for above receiver	06
3.	Low loss cable along with suitable connectors	06
4.	Online UPS for above receivers	06
5.	Cost of any other charges	06
6.	AMC & Calibration for 5 years for above receivers	06

#### Notes:

1. Price per unit in CIF basis may be indicated for each item related to supply & of Six

Fixed High Frequency Radio Monitoring Equipment's for Wireless Monitoring Stations of Wireless Monitoring Organisation at Lucknow (Uttar Pradesh), Dehradun (Uttarakhand), Bhubaneswar (Odisha), Raipur (Chhattisgarh), Patna (Bihar) and Vijayawada (Andhra Pradesh).

2. Compliance statements of the technical specifications for the item tendered should be

clearly spelt clause by clause as given in Section 6. Deviations, if any, should also be indicated clearly. Bidders, in their own interest, should furnish all supporting technical documents w.r.t their compliance statements.

## Section 6

### Technical Specifications (Including Drawings) and Quality Assurance (Including Inspections and Tests)

#### 6.1 Technical Specifications

The proposed Fixed HF radio monitoring facility system is required to have the following specifications

##### A. High Frequency Radio Receiver

S. No.	Description	Specifications
1	General	Supply & of Six Fixed High Frequency Radio Receiver for Wireless Monitoring Stations of Wireless Monitoring Organisation at Lucknow (Uttar Pradesh), Dehradun (Uttarakhand), Bhubaneswar (Odisha), Raipur (Chhattisgarh), Patna (Bihar) and Vijayawada (Andhra Pradesh) shall be fixed terminals. The frequency analysis screen may be separate or inbuilt. The antenna mast should be of 5m height with ISO certified 10m cable for connecting purposes.
2	Frequency range	10KHz -30 MHz
3	Measurements required	As per the latest ITU-R recommendations, measurement of (i) Frequency, (ii) Field Strength, (iii) Spectrum Occupancy (iv) bandwidth (v) Modulation (AM, wideband FM, FSK SSB)
4	Tuning resolution	$\leq 1$ Hz
5	Tuning error	$< 1$ ppm, or $< 0.01$ ppm using GPS as external reference
6	Linearity	IP2: $\geq 60$ dBm ( $>3$ MHz) IP3: $\geq 20$ dBm ( $>3$ MHz)
7	Sensitivity ( $500 \text{ KHz} \leq f \leq 30 \text{ MHz}$ )	AM sensitivity: $\leq -107$ dBm BW= 6 KHz, m=0.5 Fmod =1KHz, SINAD= 12 dB  FM Sensitivity: $\leq -107$ dBm  BW= 9 KHz, deviation = 5 KHz

		Fmod =1KHz, SINAD= 12 dB  SSB Sensitivity: $\leq$ -113 dBm BW= 2.4 KHz, SINAD= 12 dB, $\Delta f$ = 1KHz  CW Sensitivity: $\leq$ -107 dBm BW= 600 Hz, SINAD= 12 dB
8	Input (antenna input) VSWR	$\leq 3$ (at 50 $\Omega$ nominal)
9	Max. level at antenna input (Non-destructive)	+ 15 dBm
10	Switchable attenuation	Min 20 dB in 5 dB steps
11	Noise figure	$\leq 20$ dB
12	LO-phase noise	$\leq -120$ dBc/Hz ( $\Delta f$ = 10KHz)
13	IF-rejection	$\geq 80$ dB
14	Image rejection	$\geq 80$ dB
15	IF bandwidths	A minimum of 10 bandwidths, the smallest bandwidth being not lower than 100 Hz and the highest bandwidth being not greater than 10 KHz
16	Detection modes	AM, FM, CW, LSB, USB
17	AGC Range	$\geq 120$ Db
18	Outputs	I/Q digital: bandwidths $\geq 10$ MHz Audio (digital): digital streaming Audio (analog): 0 dBm, 600 $\Omega$
19	IF spectrum (DSP-based)	FFT processing
20	RF Spectrum (DSP-based)	FFT processing
21	Operating temperature range	0 to 45° C
22	Relative Humidity	95% non-condensing

### B. Antenna

S. No.	Description	Specifications
1	Frequency range 10 kHz – 30 MHz Passive, Omni, Vertical polarization	Antenna factor: approx 45 db/m at 1 MHz

### C. Cable

S. No.	Description	Specifications
1	<b>Low loss cable</b> 20 metre along with suitable connectors	Cable loss should be less than 2db/100m for the complete band of interest

### D. Online UPS

S. No.	Description	Specifications
1	Online UPS	Online UPS with pure sine wave with at least 30 minutes backup for the above receiver

**Notes:**

1. It should be the endeavor of prospective bidders/suppliers to meet the above technical specifications or exceed the same.
2. More monitoring features, better accuracies of measurement, efficient storage, programming, better communication facilities with peripherals are desirable.
3. In case no bidder is able to match some or other technical specifications, the tender opening committee would be entitled to make a trade off on specifications with a view to decide the overall technical superiority of a particular product finally.
4. Technical superiority of a product may outweigh any financial advantage which might be achievable from a technically inferior product.
5. Bidder shall submit all supporting technical documents including drawings, inspection and tests.

## 6.2 Technical specification compliance table

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- A. HF Receiver
- B. Antenna
- C. Cable
- D. Online UPS

S.No	Parameters as per Technical Specifications (in same sequence, as given in requirement)	Requirements of Tendered Specifications	Offered value of parameters by bidder	Compliance to tendered Specification (Yes/No)	Reference for verification (State Page no of relevant Technical brochure)/ Deviation if any (with justification in Appendix)
	Refer Section-6.1 description	Refer Section-6.1 Specifications			

Note: Please enclose **Published Technical Literature** of the quoted item.

## **6.3 Inspection**

**6.3.1** The Purchaser would, at his option, carry out inspection and tests in the factory of the successful bidder, on the equipment as and when these are produced and before their dispatch, for confirmation of the technical specifications guaranteed by the Bidder. Purchaser reserves the right to inspect finished products raw materials, components, sub-assemblies, relay accessories, etc. including sub contracted items before their dispatch at any stage of their manufacturer/assembly unit.

**6.3.2** Notwithstanding the pre-supply tests and inspections prescribed in clause 6.3.1 above, the equipment and accessories on receipt in India will also be tested during and after before “take over” and if any equipment or part thereof are found defective the same should be replaced free of all costs to the Purchaser, as laid down in clause 6.4 below.

### **6.4 Replacement of Defective/ damaged parts including customs, freight, local transport etc.**

**6.4.1** If any equipment or any part therefore, before it is taken over under clause 6.5, be defective or fails to fulfill the requirement of the Contract, the Inspector/Purchaser shall give the Contractor notice setting forth details of such defects of failure and the Contractor shall make the defective equipment good, or alter the same to make it comply with the requirement 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 including customs, freight, local transport etc. 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 fulfill the requirement of the Contract. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier.

**6.4.2** If any equipment or part thereof be lost or rendered defective during transit, a fresh order will be placed on the Contractor for such lost or defective equipments. In this case the Contractor shall arrange for supply of these equipments or part thereof, as the case may be, within three months of the date of such order at the same price as followed in this order and on same general terms and conditions.

## **6.5 Taking over**

When all performance tests called for have been successfully carried out, the Inspector/Purchaser will forthwith issue a taking over certificate. The Inspector/Purchaser shall not delay the issue of any “Taking Over Certificate” contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the Contractor shall undertake to make good the same within three months.

## Section 7

### General (Commercial) Conditions of the Contract

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#### General Commercial Conditions

This part deals with general commercial conditions for tenders for the supply of Six Fixed High Frequency Radio Monitoring Equipment's for Wireless Monitoring Stations of Wireless Monitoring Organisation at Lucknow (Uttar Pradesh), Dehradun (Uttarakhand), Bhubaneswar (Odisha), Raipur (Chhattisgarh), Patna (Bihar) and Vijayawada (Andhra Pradesh) as per the requirements indicated in Section 6.

#### 7.1 Submission of Tenders

The Purchaser reserves the right to accept any or part of the tender and not necessarily the lowest tender in any particular category. The Purchaser also reserves the right to reject any or all the tenders without assigning any reason whatsoever.

#### 7.2 Performance Security by Successful Bidder

7.2.1 The successful bidders shall furnish a Performance Security of 10% of the Contract value in the form of an account payee demand draft, fixed deposit receipt from a scheduled commercial bank, bank guarantee issued/confirmed from any of the scheduled commercial bank in India in an acceptable form. Bank guarantee format is given at Annexure 9.3. Performance Security is to be furnished within 14 days after the award of the tender and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations, including warranty obligations as laid in clause 7.13.

7.2.2 On due performance of the Contract, the Performance Security will be released at the end of the period without interest within 60(sixty) days of completion of all contractual obligations, including warranty obligations as detailed in clause 7.13 of the bid document, provided that no claim as per Annexure 9.13 of the bid document shall lie against the Government nor for any loss or depreciation thereof while in the custody of the Govt. provided further that in case the Contractor fails to submit the security for the mandatory AMC 60 days before the start of the AMC year, the Performance Security already submitted shall be forfeited, which will be credited to the Government of India. The return of performance security will have no bearing on the security obtained to cover the AMC, if any. The security deposit provided by the Contractor for the AMC of the running year will be released within 60 days on completion of that AMC year and submission of security deposit for subsequent year's AMC.

7.2.3 The Performance Security to be furnished as indicated in clause 7.2.1 above and then the Letter of Credit will be opened only on receipt of Performance Security. The Performance Security will be forfeited and credited to the Purchaser's account in the event of a breach of contract by the contractor.

### **7.3 Schedule of Equipment**

Schedule of equipment proposed to be supplied shall be included in the tender. The schedule should show detailed description of the equipments and their components and accessories offered as part of the tender.

### **7.4 Quotation for additional Equipment**

7.4.1 The Contractor will have to give an undertaking to supply for a period of five years from the date of initial order for supply of equipment under this tender, additional equipment to meet expansion requirements or to provide the optional facilities. Such further order shall be charged for at the rates given in this offer with a clause of escalation. The terms of this escalation clause shall be clearly specified by the bidder.

7.4.2 The Purchaser will have the option to increase the quantities initially ordered up to 25% of the quantities specified in the tender in which case the escalation clause will not be applicable for such additional quantities, such option may be exercised within 6 (six) months of the date of initial order.

7.4.3 Equipment and instruments offered should have been installed and working at the time of the quotation. Necessary taking over Certificate and performance report of the users should accompany the offer.

### **7.5 Quotation of Prices**

7.5.1 Foreign Bidders as well as Indian Bidders are to quote CIF in INR only for supply of Six Fixed High Frequency Radio Monitoring Equipment's for Wireless Monitoring Stations of Wireless Monitoring Organisation at Lucknow (Uttar Pradesh), Dehradun (Uttarakhand), Bhubaneswar (Odisha), Raipur (Chhattisgarh), Patna (Bihar) and Vijayawada (Andhra Pradesh) as per the requirements indicated in Section 6.

7.5.3 In case the bidder is a manufacturer, please state, whether the manufacturer's discount is allowed and if so, indicate separately in the schedule of prices. Please also state clearly in the schedule whether discount has been deducted in the price quoted.



**7.5.4** Quotations should be strictly on the basis of units certified in the tender schedule while quoting rate per unit against each item, Bidders are required to give total cost as well.

**7.5.5** The price must be stated separately for each item, in the tender form. The quantity of discount, if any, may be separately indicated in the schedule of prices.

**7.5.6** Price quoted shall be after giving credit for all deductions allowable in the country of manufacturer for the export of the stores.

## **7.6 Delivery of Equipment**

**7.6.1** The delivery of equipment tendered on CIF basis is required to commence immediately and to be completed within three months from the date of opening of letter of credit.

**7.6.2** The import license, if required will be provided by the Purchaser. In case where export licenses are required for export of the equipment from the country of origin, these shall be arranged by the Supplier in time.

**7.6.3** If the equipment cannot be offered for delivery by the date desired, the Bidder shall indicate the delivery period it can guarantee. The Bidder must take into consideration time which is normally taken in getting further technical information, clarifications or any other difficulties and make suitable allowance while guaranteeing the delivery dates.

## **7.7 Installation**

After satisfactory inspection/ test of the stores by the Purchaser, the Equipment/ Machinery/ Plants shall be installed/ commissioned by the Bidder at the location as mentioned in the bid document specified by the Purchaser. Cost of Site preparation will be borne by the purchaser. Purchaser is authorized to cancel the LoA in case bidder fails to install/ commission the equipment satisfactorily. All necessary literature, drawings, instructions, materials equipment other than tools commonly available in India should be supplied along with the main equipment. It may be necessary to call for the service of supervising engineer from the supplier for and commission and charge for such service, if any, may be noted separately.

## **7.8 GST/ Other Taxes**

**7.8.1** If it is desired to ask for GST/Other Taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the tender, it will be presumed that the prices quoted by the Bidders are inclusive of the GST/ Other Taxes and no liability of GST/Other Taxes will be devolve upon the Purchaser.

**7.8.2** The Bidders quoting GST/Other Taxes extra should separately indicate the present rate and the nature of GST/Other Taxes applicable within the State or outside the state. The GST/ Other Taxes will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed, provided the transaction of sale is legally liable to GST/ Other Taxes and the same is payable as per the terms of the Contract.

## **7.9 Octroi Duty and Local Tax**

Normally, materials to be supplied to Government Departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. The local town/ municipal body regulations at times, however, provide for such exemption only on production of such exemption certificates from any authorized officer. The Contractor should ensure that stores ordered against Contracts placed by this office are

exempted from levy of town duty/ Octroi duty, terminal tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Purchase Officer or Indenter concerned, well in advance to avoid payment of such local taxes or duties.

## **7.10 Payment**

**7.10.1** Payment shall be done in INR only.

**7.10.2** The payment will be made as follows:

CIF Price of the Contract will be paid to the Contractor through an irrevocable letter of credit with an Indian bank indicated by the Supplier. In this case all charges for opening and maintenance/modification etc. of letter of credit and other bank charges including interest and out of pocket expenses for Indian bank will be payable by the Supplier and their Indian Agents. For payment against irrevocable letter of credit, the Supplier will have to present to the Bank the following documents:

- (i) Invoice along with packing list.
- (ii) Evidence of shipping (a copy of non-negotiable bill.)
- (iii) A Photostat copy of insurance declaration furnished by the Supplier to the Purchaser.
- (iv) Manufacturer's Inspection Certificate
- (v) Inspection certificate from the Purchaser's Inspector.
- (vi) Copy of country of origin Certificate.

**7.10.2.1** Payment to Domestic Supplier shall be arranged by the paying authority to be prescribed by the Purchaser within 30 days from the receipt of the documents

mentioned above as applicable, complete in all respect. The payment to Domestic Supplier as applicable will be paid as follows:

(a) 85% of payment will be made against shipping documents and balance 15% within 30 days on successful installation of the equipment at sites as mentioned in the bid document.

**7.10.2.2** The payment to the foreign Supplier will be arranged by the paying authority to be prescribed by the Purchaser within 30 days from the receipt of the documents mentioned above, complete in all respect. The payment to the foreign supplier and Indian Agent's commission/profit etc. as applicable will be paid as follows:

(a) 85% of payment will be made through irrevocable letter of credit against shipping documents and balance 15% within 30 days on successful installation of the equipment at sites as mentioned in the bid document.

**7.10.3** If payment is desired to be made to the Contractor(s), bankers or other parties, endorsement must be completed in the bill form and signed separately and the word 'SELF' scored out. In addition, a power of attorney of transfer deed will be necessary conferring authority on the bank or on the party concerned to receive payment on behalf of the Contractor.

**7.10.4** The Purchaser's right shall not be waived by payment or certificate. No certificate given or payment made shall not be considered as conclusive evidence of the satisfactory performance of the work converted by this Contract, either wholly or in part and not shall any certificate or payment be construed acceptance or defective work or improper material / equipment or as relieving the Contractor from his full responsibilities under the Contract.

**7.10.5** Payment for the AMC for the running year shall be made within 60 days of the completion of that AMC year provided services have been successfully completed during the AMC year.

## **7.11 Packing and Marketing**

**7.11.1** The Bidders shall include and provide for security protection and packing the stores so as to avoid damage on transit to destination at site and shall be responsible for all loss or damage caused or occasioned due to any defect in packing. All bright parts shall be thoroughly protected from rust during transit. Bidders shall also comply with specific packing requirements and weight limitation for transit, if any, given in the schedule to Tender.

**7.11.2** The Successful Bidders shall ensure that their identification marking etc. is clearly marked in ink on each of the cargo packages and obtain instructions for making package, if necessary.

**7.11.3** If the Supplier does not follow the above instructions and there is delay in delivering the items to the ultimate consignee, the warranty period will be extended for the period delayed due to his fault and any loss as well as any demurrage/wharfage charges to the department due to this delay will be borne by the Contractor.

### **7.12 Shipment of Stores**

A shipment invoice should be sent to the port consignee by the successful Bidder by FAX and letter within 3 days of shipment. The following documents require for clearance of stores at Indian Port should be sent by Registered Air Mail to the port consignee viz.

Shri Ram Lagan Ram  
Sr Deputy Director (PI)  
Wireless Monitoring Organisation  
Ministry of Communications  
Department of Telecommunications  
E-Wing, 3<sup>rd</sup> Floor, Pushpa Bhawan  
Madangir Road, New Delhi:110062  
FAX No. 011 2995 7762, 011 2996 1068

1. Original copy of the Bill of landing/Airway Bill.
2. Copy of Airway Bill/ Bill of landing showing ocean freight charges/ freight sheets.
3. Signed invoices 4 copies showing value and the name of port consignee, the invoices should indicate the various types of commission/discount if any allowed so that there is no delay in assessing the correct values for levying customs duty. The invoices should be prepared in terms of the customs tariff.
4. Packing lists showing individual dimensions and weight of the packages (4 copies).
5. Country of Origin Certificate.
6. Insurance report.
7. Drawings or sketches (to plan) showing outside/dimensions for all over sized packages which fall outside the standard moving dimension so that movement can be planned before the consignment arrives.

### **7.13 Warranty as to Quality**

**7.13.1** The Supplier shall warrant that all equipment to be supplied shall be equal or better in terms of performance capacities and that they shall be new and free from defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for material of the type ordered and in full conformity with the specification and

drawings. The Supplier shall be responsible for any defects that may develop, under the condition provided by the Contract and under proper use, arising from faulty material design or workmanship in the equipment and not otherwise and shall remedy such defect at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the portion is faulty. The warranty shall survive inspection, payment and acceptance of all goods, but shall expire (except in respect of complaints notified prior to such date) **sixty months** after all the equipments have been taken over under clause 6.5 of the bid document. Annual calibration of the equipment's have to be done by supplier in the warranty period

**7.13.2** If it becomes necessary for the Supplier to replace or renew any defective portion/portions of the equipment under the clause, the provision of this clause shall apply to the portion/portions of the equipment so replaced or renewed until, the expiration of the six months from the date of replacement or the warranty period for the main equipment as given in clause 7.13.1 of the bid document above whichever may be later. If any defects are remedied within a reasonable time, the Purchaser may proceed to do the work at the Contractor's risk and expense but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.

**7.13.3** Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight and other incidental charges, customs, freight, transport etc.

**7.13.4** The warranties contained in these conditions assume that the equipment, furnished under the Contract, if not installed by the Supplier or under the supervisions of the Contractors, Erection Engineer, is properly installed, and that such equipment is properly used and maintained.

#### **7.14 Delays in Supplier's Performance**

**7.14.1** In terms of conditions of Contract, the time for, and the date 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 liquidity damages under clause 7.14.2 of the bid document. Where, however, supplies are made within 31 days of the contract original delivery period, the shipping agents may accept the stores for shipment and in such case the provision of clause 7.14.2 will not apply.

**7.14.2** Should the Bidder fail to deliver the equipment or any consignment thereof within the period prescribed for delivery, the Purchaser shall be entitled to recover from the Contractor liquidity damages and not by way of penalty, a sum equivalent to

0.5% of the total value of the order for each week of delay or part thereof subject to maximum of 10% of the total value of the order.

### **7.15 Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent

### **7.16 Sub-contracts**

The Supplier shall notify the Purchaser in writing of all sub-contracts awarded under this Contract, if not already specified in his Bid. Such notification, in his original Bid or later shall not relieve the Supplier from any liability or obligation under the Contract.

### **7.17 Patent Rights**

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent trademark of industrial design rights arising from use of the goods or any part thereof in the Purchaser's country.

### **7.18 Termination for Default**

**7.18.1** The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in parts:

- a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser.
- b) if the Supplier fails to perform any other obligation(s) under the Contract; and
- c) if the Supplier, in either of the above circumstances, does not rectify its failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

**7.18.2** In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### **7.19 Termination for Insolvency**

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

### **7.20 Termination for Convenience**

The Purchaser may, by written notice, send to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination become effective.

### **7.21 Force Majeure**

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 reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs 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 such claim for damages against the 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 event may come to an end or ceased to exist. The decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further, if the performance, in whole or part of any obligation under this Contract, is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may; at his option terminate the Contract. 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 the course of manufacture in possession of the Contractor at the time of such termination of such portions thereof as the Purchaser may deem fit accepting such materials, bought out components and stores as the Contractor may with the concurrence of the Purchaser elect to retain.

### **7.22 Literature**

One set of detailed information, as prescribed under Section 6, shall be supplied along with the tender to enable proper examination of the offer. Detailed Literature

along with drawings should be supplied in English indicating setting up instructions, circuit diagram, facilities provided, measurement method etc.

### **7.23 Variations from specification**

A schedule should be attached with the tender indicating all variation from specifications and commercial condition failing which the Bid will be treated to be incomplete and is liable to be rejected.

### **7.24 Arbitration**

**7.24.1** The purchaser and Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract resulting out of this bid document.

**7.24.2** If, after sixty days from the commencement of such informal negotiations, the purchaser and the contractor have been unable to resolve amicably the contract dispute(s), such dispute shall be referred to multiple arbitrators i.e. two arbitrators one to be appointed from each party within sixty days and the arbitrators shall appoint an arbitrator within next 60 days, who shall act as presiding arbitrator in writing before entering the reference, and the award of the arbitration of the presiding arbitrator to be given within 360 days of appointment and shall be final and binding on both the parties. Such arbitration shall be governed by the provision of the Indian Bare Acts, The Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment, thereof. The cost of arbitration shall be born equally by both the parties.

**7.24.3** The venue of the arbitration shall be at Delhi.

**7.24.4** Clause 4 in the Appendix 11.1 may be referred to for further details on arbitration and Appendix 11.1 may be referred for legal aspects.

### **7.25 Set Off**

Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this Contract may be appropriated by the Purchaser or Govt. or any other person or persons contracting through Govt. of India and set off against any other Contract made by the Contractor with the Purchaser or Govt. or such other person or persons.



## **7.26 Counter Trade**

The Bidder is required to offer his comments on the following points:

- a) Offer to export Indian goods specifying the quantities or value of commodities which they propose to import.
- b) Offer of offset exports of part of production from India, in case of tenders involving import of equipment for manufacture of any goods or products in India or collaboration for production.
- c) Offer of association of Indian Companies in execution of project abroad resulting in foreign exchange earnings for them. Other things being equal of offset export or counter trade would be considered an advantage.

## **7.27 Training:**

**7.27.1** The Bidder shall provide training for planning, operation, maintenance aspects to at least total 10 officials of the Purchaser free of cost. The training should be conducted at the well-established training centre of the Supplier.

**7.27.2** The training as mentioned in clause 7.27.1 of the bid document shall be of at least 40 man hours for each official and bidder shall specify in his Bid the number of trainees, quantum of proposed training, pre-training qualification required of the trainees and duration of the proposed training.

**7.27.3** The Bidder shall provide all training material and documents.

**7.27.4** Conduct of training of the Purchaser's personnel, shall be at the Supplier's plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

## **7.28 Annual Maintenance Contract**

Comprehensive Annual maintenance contract (AMC) is mandatory for five years after the warranty period is over and will be on the same terms and conditions as mentioned under the warranty clause. The AMC will be awarded on yearly basis during the AMC period provided services have been successfully completed during the previous AMC year. The payment of the AMC will be made in ten equal installments on half yearly basis. In no case escalation in the AMC price quoted will be permitted if the Purchaser renews the AMC annually after the completion of the contract without break.

**7.28.1** Repair of faulty products covered under AMC is to be carried out on-site (within India) within two months in the case of imported products/ goods and within two weeks in the case of domestic products/ goods. Annual calibration of the equipments has to be performed in the AMC.

**7.28.2** The Contractor shall submit a Security amount of 5% of value of equipment to be maintained before 60 days of the commencement of the AMC year. The payment towards the AMC shall be made half yearly in advance against the submission of Bank Guarantee for the amount equal to that of AMC Amount (in Indian Rupees) as a security. The Security shall be in the form of a bank guarantee on a non-judicial stamp paper, in the format specified in Annexure 9.4 and in the name of Director, Wireless Monitoring Organisation, Department of Telecommunications, Pushpa Bhawan, New Delhi – 110062, issued by a scheduled commercial bank in India.

**7.28.3** The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice of three months without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

**7.28.5** The maintenance contractor may have to take the goods or some components of the goods to his factory for repair, and so on. On such occasions, before handing over the goods or components, valuing more than Rupees one Lakh, a suitable bank guarantee equalling cost of goods for repair should be furnished by the firm.

**7.28.6** While evaluating the bidders bid for maintenance of goods (AMC), the quoted prices pertaining to maintenance in future years are to be discounted (as per DCF technique) to the net present value (NPV) as appropriate for comparing the tenders on an equitable basis and deciding the lowest evaluated responsive tender. The formula and Present Value factor for calculation of Net Present Value by Discounted cash flow (DCF) technique is given below:

B: Total AMC charge for 5 years

B<sub>x</sub>: AMC amount quoted for x (5<sup>th</sup> to 9<sup>th</sup>) year Since AMC starts after 5 years of warranty

so AMC present value will be calculated starting from 5<sup>th</sup> year to 9<sup>th</sup> year.

X: an index number from 5 to 9, expressing each year of the AMC period

I: Discount Rate of 10% to be used for NPV Calculations

$$B = \sum_{X=5}^9 B_x / (1+I)^X$$

## **Section 8**

### **Special Commercial Conditions**

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This part deals with the special commercial conditions for tenders as per the requirements indicated in Section 5.

8.1 The Special Commercial condition shall supplement the other conditions of the tender. Where ever there is a conflict the provision herein shall prevail over the conditions of the tender.

8.2 The Bidder should provide a complete list of Administration/RPOAS (Recognized Private Operating Agency) to whom the equipments quoted have been supplied along with dates of commencement of commercial operations.

8.3 It should be possible for Officers of Wireless Monitoring Organization to visit these administrations and to verify the Bidder's claim.

8.4 Tender will be evaluated as a package of item.

8.5 The Bidder shall quote for optional items also as per technical specifications.

8.6 The Bidder shall fill up the questionnaire (SB 132-A) as given in Annexure 9.8 and upload it along with the tender document.

## ANNEXURE-9.1

### PRE-BID / PRE-CONTRACT INTEGRITY PACT

#### General

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on \_\_\_\_\_day of the month of \_\_\_\_\_2017, between, on one hand, the President of India acting through Shri ..... Wireless Monitoring Organization, Department of Telecommunications, Ministry of Communications, Government of India (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first part and M/s \_\_\_\_\_represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires , his successors and permitted assigns )of the second part .

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

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

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

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

Enabling the BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures . The parties hereby agree to enter into this integrity pact and agree as follows:-

#### 1. Commitments of the Buyer

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or

accept, directly or through intermediaries, any bribe, consideration, gift, reward favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre- contract stage treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3. Commitments of the Bidder**

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payment to be made by them to agents/brokerage or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has such any amount been paid promised or intended to be paid to any such Individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre- contract negotiations or before signing the contract shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members agents, brokers or any other intermediaries in connection with the contract details or/and the services agreed upon for such payments.

3.7 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

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

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officer of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial

interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in section 6 of the company's act 1956.

#### **4. Previous transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three year immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any government Department in India that justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender propose or the contract, if already awarded, can be terminated for such reason.

#### **5. Bid Security**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 14,00,000 (Rupees Fourteen lakh only) as Bid Security, with the BUYER through any of the following instruments:-

(i) Bank draft or a pay order in favor of PAO (HQ), DoT, New Delhi

(ii) A confirmed guarantee by Scheduled Commercial Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever .the demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the tender document).

5.2 The Bid Security in form of Demand Draft / Banker's Cheque from any Scheduled Commercial Bank at Delhi in favor of "Pay and Accounts Officer, Dept. of Telecom (HQ), New Delhi-110001 to be deposited shall be valid for a period of 195 days from the date of Tender opening or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanction for violation shall be applicable for, forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Bid Security Deposit for the period.

## **6. Sanctions for violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one Employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sum already paid by the BUYER to the BIDDER, interest of 2% higher than the prevailing base rate of State Bank of India shall be charged. If any outstanding payment is due to the BIDDER from the BUYER then outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BIDDER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five year, which may be further extended at the discretion of the Buyer.

(viii) To recover all sum paid in violation of this pact by bidder (s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.



(x) Forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act.

6.3 The decision of the BUYER to the effect that breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor (s) appointed for the purpose of this pact.

## **7. Fall Clause**

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

## **8. Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (Mrs. Indu Liberhan, Address: C-559, Ground Floor, Defence Colony, New Delhi-110024 Telephone No. 91-11-246620135, 91-9810405729 Email: [ileberhan@gmail.com](mailto:ileberhan@gmail.com)) (here either referred to as Monitors) for this pact in consultation with the central vigilance commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitor/s shall be to review Independent and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The Monitor/s shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitor/s have the access all the documents relating to the project/procurement, including minutes of meeting.

8.5 As soon as the monitor/s notice, or has reason to believe, a violation of this pact, he will inform the Authority designated by the BUYER.

8.6 The BIDDER (s) accepts that the Monitor/s has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontractor(s) with confidentiality.

8.7 The BIDDER will provide to the Monitor/s sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties the parties will offer to the monitor the option to participate in such meetings.

8.8 The Monitor/s will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

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

## **10. Law and Place Of Jurisdiction**

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

## **11. Other Legal Actions**

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

## **12. Validity**

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

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

Name of the Officer

Designation

Department

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

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

**ANNEXURE-9.2**

**BID SECURITY FORM**

Whereas.....(hereinafter called "the Bidder") has submitted its Bid dated .....for the supply & of.....KNOW ALL MEN by these Presents that WE .....OF.....having our registered office at..... (hereinafter called "the Bidder") are bound unto.....(hereinafter called "the Purchaser") in the sum of.....for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

1

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity 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 Bidders.

WE undertake to pay to the Purchaser forthwith 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 of conditions.

This guarantee will remain in force up to and including Thirty (30) days after the Period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness

## ANNEXURE-9.3

### GUARANTEE BOND

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.(Purchaser Order) No .....dated.....made between .....and .....for.....for the supply & of .....(hereafter called 'the said Agreement'), of security deposit for the due fulfillment 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 Government an amount not exceeding..... against any loss or damage caused to or would be caused to or suffered by the Government 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 amounts due and payable under this guarantee either partly or fully without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms of conditions contained in the said Agreement or by season on 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 Government 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.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(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)/Supplier(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 the period

that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....(Office / Department) Ministry of ..... certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges his guaranty. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 6 months from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank).....further agree with the Government that the Government shall have the fullest liberty without our consent and without effacing in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the Government against the said Contactor(s) and to forebear 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 Contractor(s) or For any forbearance, act or Commission on the part of the Government or any indulgence by the Government to the aid Contractor(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)/Supplier(s).

7. We (name of the Bank).....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....

For.....  
(Indicate the name of the Bank)

**ANNEXURE-9.4**

**GUARANTEE BOND FOR AMC**

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.(Purchaser Order) No .....dated.....made between .....and .....for.....for the supply & of .....(hereafter called 'the said Agreement'), of security deposit for the due fulfillment 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 Government an amount not exceeding..... against any loss or damage caused to or would be caused to or suffered by the Government 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 amounts due and payable under this guarantee either partly or fully without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms of conditions contained in the said Agreement or by season on 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 Government 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.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(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)/Supplier(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 the period

that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....(Office / Department) Ministry of ..... certifies that the terms and conditions of the

said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges his guaranty. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 6 months from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank).....further agree with the Government that the Government shall have the fullest liberty without our consent and without effacing in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the Government against the said Contractor(s) and to forebear 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 Contractor(s) or For any forbearance, act or Commission on the part of the Government or any indulgence by the Government to the aid Contractor(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)/Supplier(s).

7. We (name of the Bank).....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....

For.....  
(Indicate the name of the Bank)



**ANNEXURE-9.5**

**Certificate Declaring No Near Relatives in DOT.**

**CERTIFICATE**

“I.....S/o .....  
R/o..... hereby certify that none of  
relative(s) as defined in the tender document (Tender No. xx/20176-18-MHQ-PI)  
is/are employed in DoT unit as per details given in tender document. In case at any  
stage, it is found that the information given by me is false/ incorrect, DoT shall have  
the absolute right to take any action as deemed fit, without any prior intimation to  
me.”

Signature of authorized person

Name :

Date:

Place:

**ANNEXURE 9.6**

**BID FORM**

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

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

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

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

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

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

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

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

Dated this .....day of .....2017

(Signature)

Name.....

...

in capacity

of.....

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

Witness.....

Signature.....

Address.....

Tele No.(s):-

FAX No.(s)

E-Mail Address:-

## ANNEXURE 9.7

### Price Schedule

Important: The Bidder should quote the price of all the individual products/ parts which can be independently ordered in case the corresponding product/ part originally supplied by the Bidder is to be replaced. The main price bid must be submitted online in the provided .xls format only.

Schedule of price bid in the form of BOQ\_XXXX .xls.

**Note 1:** Financial Proposal/Commercial bid format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected

## ANNEXURE-9.8

### QUESTIONNAIRE (SB 132-A)

Bidders must give specific answer to each of the following questions:-

1. Whether stores offered conform to particulars and specification quoted in the tender schedule. If not, details of deviations must be stated here.
2. The Bidder must provide the information to the following items in respect of which item of stores costing above Rs. 10,000/- or equivalent Foreign currency.
  - i. Brand
  - ii. Name and Address of Manufacturers
  - iii. Station of Manufactures
3. Earliest date by which delivery can be effected.
4. Guaranteed date of delivery
5. Packing proposed to be employed
6. Gross weight of consignment
7. Net weight of each item
8. The Bidder must state explicitly whether the price tendered by him/her is to the best of his/her knowledge and not more than the price permissible for him/her to charge from a private purchaser. If not, state the reasons and the margin of profit included.
9. Name and constitution of tendering firm. If the firm registered under:
  - i. The Indian Companies Act, 1913.
  - ii. The India Partnership Act, 1931.
  - iii. Any other Act, if so please give details, if any, please give the names of partners.
10. In case of other offers from Manufacturers directly:
  - i. Do they have any agent in India?
  - ii. If so, indicate,
    - a. The name and address of the Agent.
    - b. What services the Agent will render.
    - c. The amount of remuneration, if any, included in the quoted price of the Indian Agent.

Date

Signature of Bidder

**ANNEXURE-9.9**

**Manufacturer's Authorization Certificate and Manufacturer's Confirmation of Extending the Required Warranty for the Product and AMC**

**Manufacturer's Authorization**

Date:

Place:

To:

We \_\_\_\_\_ [*insert complete name of Manufacturer*], who are official manufacturers of \_\_\_\_\_ [*insert type of goods manufactured*], having factories at \_\_\_\_\_ [*insert full address of Manufacturer's factories*], do hereby authorize \_\_\_\_\_ [*insert complete name of Bidder*] to submit a bid the purpose of which is to provide the following Goods,

*[insert name and or brief description of the Goods]*

manufactured by us and to subsequently negotiate and sign the Contract. We hereby extend our full guarantee and warranty in accordance with applicable Clause of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:

Name:

Title:

Duly authorized to sign this Authorization on behalf of: [*insert complete name of Bidder*]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [*insert date of signing*]

## Annexure 9.10

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

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

Specimen Signature of person authorized to attend the bid opening

Signatures of bidder

Or

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

Note:

1. Only one or two representatives will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization letter as above is not produced before the bid opening committee.

## Annexure 9.11 Proprietary Article Certificate

Valid for the Current Financial Year

File Number and Date Reference		
1	Description of article	
2	Forecast of quantity/annual requirement	
3	Approximate estimated value for above quantity	
4	Maker's name and address	
5	Name(s) of authorised dealers/stockists	
6	I approve the above purchase on PAC basis and certify that: - Note- Tick to retain only one out of (b), (c-1) or (c-2) whichever is applicable and cross out others. Please do confirm (a) by ticking it – without which PAC certificate will be invalid.	
6(a)	This is the only firm who is manufacturing/stocking this item. AND	<input type="checkbox"/>
6(b)	A similar article is not manufactured/sold by any other firm, which could be used in lieu OR	<input type="checkbox"/>
6 (c-1)	No other make/brand will be suitable for following tangible reasons (like OEM/warranty spares): OR .....	<input type="checkbox"/>
6(c)	No other make/brand will be suitable for following intangible reasons (if PAC was also given in the last procurement cycle, please also bring out efforts made since then to locate more sources): OR .....	<input type="checkbox"/>
7	Reference of concurrence of finance wing to the proposal:	.....
History of PAC purchases of this item for past three years may be given below		
Name of the Supplier		
Order/Tender Reference & Date	Quantity Ordered	Basic Rate on Order (Rs.)
		Adverse Performance Reported if Any

Signature of Approving Authority .....

Date ..... Designation of Officer .....

**Annexure 9.12**  
**Letter of Award of Contract**

Name of the Procuring Entity .....

Letter of Award of Contract

Confidential

Contract No:  
Contract Title:

To,  
M/s.

Sub: Award of contract for contract no: and contract title:  
Ref. Your offer no. against our tender no. opened on

Dear Sir/Madam

I am directed to inform you that after evaluating the bid documents submitted by you on ----[enter date] -----[Enter Name of Procuring Entity] is pleased to inform you that you have been selected as the successful bidder for the supply & of [enter description]. The total purchase price shall be [enter amount] as indicated in your financial bid submitted on [enter date], in accordance with the procedures intimated in the relevant bid documents.

You/your authorised representative(s) are requested to be personally present at [insert address] for the signing of the contract by [enter date].

In this respect, we also request you to submit the performance security of [insert amount of Rupees in words] by [insert date]. Security deposit being 10% (ten percent) of the total cost = Rs. .... .

Please apply for refund of EMD deposited over and above the SD of if any.

You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form. Special adhesive stamp of Rs.10 (Rupees Ten) and revenue stamp of Rupee one shall be affixed on the enclosed agreement form. Treasury receipts of EMD and SD shall be deposited in office within the stipulated time limit as above.

This notification concludes the legally binding contract between you and the Government of India, till issue of a formal contract.

Yours truly,

[Authorised Officer]

Enclosure: Agreement Form along with the schedule of delivery



**Annexure 9.13**  
**No Claim Certificate**  
**(On company letterhead)**

To,  
(Contract Executing Officer)  
Procuring Entity .....

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. .... dated ..... for the supply of .....

We have received the sum of Rs. (Rupees ..... only) in full and final settlement of all the payments due to us for the supply & of ..... under the abovementioned contract agreement, between us and Government of India. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against afore said contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or officer  
authorised to sign the contract  
documents on behalf of the contractor  
(company stamp)

Date: .....

Place: .....

**ANNEXURE-9.14**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:

To, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work:

\_\_\_\_\_

Dear Sir,

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

\_\_\_\_\_

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

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

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

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

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,  
(Signature of the Bidder, with Official Seal)