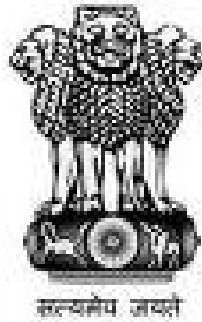


Bid Document

Tender for Supply of Miscellaneous IT Items For DoT HQ, Sanchar Bhawan

**Tender No. 7-16/2010-11/IT-I
(June, 2011)**



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

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

Price: Rs. 500/- only

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 सत्यमेव जयते	SECTION-I DEPARTMENT OF TELECOMMUNICATIONS SANCHAR BHAWAN, 20, ASHOK ROAD, NEW DELHI - 110001 NOTICE INVITING TENDER (For publishing in the Website) <u>Tender No.: 7-16/2010-11/IT-I Dated: 07-06-2011</u>
Office of Issue	Department of Telecommunications IT Cell, Sanchar Bhawan New Delhi-110001
Tender No.	7-16/2010-11/IT-I
Date of issue of bid document	From 07-06-2011 and Up to 28-06-2011
Tender Forms available from	Assistant Director General (IT-I) Room No. 1222, Sanchar Bhawan 20, Ashok Road, New Delhi-110001
Tender Forms also Available at Website	http://www.dot.gov.in
Due date of Receipt	Up to 28-06-2011 Time <u>13:30 Hrs.</u>
Date of opening of Technical bid	28-06-2011 Time <u>14:00 Hrs.</u>
Date of opening of Financial bid	To Be intimated later

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

Bidders shall have to deposit **bid security of Rs. 50,000/- (Rupees Fifty Thousand only)** in the form Demand Draft on any scheduled bank at Delhi in favour of "**Pay & Accounts Officer, Deptt. of Telecom, New Delhi-110001**" along with the bid.

Intending eligible bidders may obtain a copy of bid document from Assistant Director General (IT-I), Room No. 1222, Sanchar Bhawan, 20 Ashok Road, New Delhi – 110001 on payment of Rs. 500/- (Rupees Five Hundred only) in the form of crossed Demand Draft/ Banker's Cheque from any scheduled Bank in Delhi/ New Delhi drawn in favor of "**Pay & Accounts Officer, Deptt. of Telecom, New Delhi-110001**". (Copy of Bid Document is also available on DoT Website: www.dot.gov.in)

Assistant Director General (IT-I)

Annexure –A

S. No.	Item Description	Make	Quantity*
1	Cartridge for Samsung ML 5000A Printer	Samsung	20
2	Cartridge for Samsung ML1210 Printer	Samsung	30
3	Cartridge for Samsung CLP 310 N Printer CLT K 409 S (Black)	Samsung	30
4	Cartridge for Samsung CLP 310 N Printer CLP Y 409 S (Yellow)	Samsung	20
5	Cartridge for Samsung CLP 310 N Printer CLP M 409 S (Magenta)	Samsung	20
6	Cartridge for Samsung CLP 310 N Printer CLP C 409 S (Cyan)	Samsung	20
7	Cartridge for Xerox Phaser 3450 Printer	Xerox	40
8	Cartridge for Xerox DocuPrint P8e Printer	Xerox	5
9	Cartridge/ Ribbon for TVSE MSP 245 Printer (Dot Matrix Printer 136 Column)	TVSE	30
10	Cartridge/ Ribbon for TVSE Pro X900 Printer (Dot Matrix Printer)	TVSE	30
11	Cartridge for Canon Ip 100 Printer PGI-35 (Black)	Canon	5
12	Cartridge for Canon Ip 100 Printer PGI-36 (Colour)	Canon	5
13	7Ah, 12V SMF Battery (Chloride) (Buy Back)**	Exide	1000
14	EP 12-12 (12M 12) 12V, 12Ah Sealed Lead Acid Battery (Powersafe) (Buy Back)**	Exide	12
15	CD-Recordable	Moser Baer	1000
16	DVD-Recordable	Moser Baer	1000
17	CD-R/W, Read & Write	Moser Baer	500
18	DVD-R/W, Read & Write	Moser Baer	200
19	CD Recordable (Jewel Case)	Moser Baer	100
20	DVD-Recordable (Jewel Case)	Moser Baer	100
21	CD-R/W, Read & Write (Jewel Case)	Moser Baer	100
22	DVD-R/W, Read & Write (Jewel Case)	Moser Baer	100
23	Wireless Keyboard + Mouse	Logitech	10
24	Wireless Mouse	Logitech	20
25	Webcam (Logitech C600)	Logitech	10
26	Headphone with mic (Clear Chat Premium PC)	Logitech	10
27	Speakers (Creative A35)	Creative	20
28	TV Tuner Card (External) with remote control	AVerMedia	10
29	LAN Card	D-Link	5
30	CAT – 6 Cable Drum, 305m	D-Link	20
31	IO Box (Single Information Outlet with SMB having shutter facility)	D-Link	250
32	RJ 45 Connectors	D-Link	200
33	Patch Cord CAT – 6 (1m)	D-Link	150
34	Patch Cord CAT – 6 (2m)	D-Link	150
35	VGA Cable (10m) with ferrites on both ends	D-Link	10
36	RAM, DDR2 (for Desktop) 1GB	Transcend	50
37	RAM, DDR2 (for Desktop) 512 MB	Transcend	50
38	RAM, DDR1 (for Desktop) 1GB	Transcend	30
39	RAM, DDR1 (for Desktop) 512 MB	Transcend	30
40	RAM, SDRAM (for Desktop) 512 MB	Transcend	25
41	RAM, RDRAM (for Desktop) 512 MB	Transcend	15
42	4 GB Pen drive	Kingston	100
43	8 GB Pen drive	Kingston	50
44	External Hard Disk 500 GB	Seagate	10
45	Cartridge for Samsung ML-2851	Samsung	50

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

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

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

SECTION - II**INSTRUCTIONS TO BIDDERS****A. INTRODUCTION****1. DEFINITIONS:**

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

2. ELIGIBLE BIDDERS:

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

3. COST OF BIDDING:

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

B. THE BID DOCUMENTS:**4. BID DOCUMENTS:**

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting Tender (Section I)
- (b) Instructions to Bidders (Section II)

- (c) General (Commercial) Conditions of the Contract (Section III)
 - (d) Special Conditions of the Contract (Section IV)
 - (e) Technical Specifications and Schedule of Requirements (Annexure I)
 - (f) Format for Bid Form (Annexure II)
 - (g) Price Schedules (Annexure III)
 - (h) Format for Performance Security Bond Form (Annexure IV)
 - (i) Format for Contract Form (Annexure V)
 - (j) Format for Letter of authorization to attend bid opening (Annexure VI)
 - (k) Check list and order in which the documents are to be submitted for Technical Bid (Annexure VII)
 - (l) Check list and order in which the documents are to be submitted for Financial Bid (Annexure VIII)
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.**

5. CLARIFICATION OF BID DOCUMENTS:

- 5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by Fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 2 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2 Any clarification issued by DOT in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

6. AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 6.2 The amendments shall be notified in writing or by Fax or by E-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of **(1) The Technical bid** and **(2) Financial bid**:

7.1 The technical bid shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top of documents. Bid Security should be submitted in a separate envelope, placed in the envelope for Technical Bid.

- (a) Bid security in the form of Bank Draft for Rs. 50,000 /- **[as per clause 12 of section II]**
- (b) The Check list **[as per Annexure- VII]**
- (c) Letter of Authorization to attend bid opening **[as per Annexure – VI]**
- (d) Power of Attorney **[As per clause 14.2 of Section II]**
- (e) Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document No. 7-16/2010-11/IT-I (containing 30 pages) by authorized person(s) **[as per clause 11.1 of section II]**
- (f) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be **[as per clause 10.1 of Section II]**
- (g) Copy of Income Tax Return for last two Financial Years **[as per clause 10.1 of section II]**
- (h) Copy of PAN **[as per clause 2/ 10.1 of section II]**
- (i) Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate **[as per clause 2/ 10.1 of section II]**
- (j) Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years **[as per Clause 10.1 of Section II]**
- (k) No near relative certificate **[as per Clause 33 of Section II]**

7.2 The financial bid shall contain:

- (a) **The check list [as per Annexure—VIII]**
- (b) **Bid Form [as per Annexure – II]**
- (c) **Price schedule [as per Annexure—III]**

Note:

1. **All the documents submitted (whether original or photocopy) in the bid must be legible and signed and stamped by authorized signatory, otherwise the bid is likely to be rejected.**
2. **Both Technical Bid and Financial Bid may be kept in a separate sealed cover. These sealed covers may be superscribed with “Technical Bid”/ “Financial Bid” as the case may be with Tender No and date and address of the bidder.**

8. BID FORM:

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

9. BID PRICES:

- 9.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of VAT). The basic unit price and all other components of the price need to be individually indicated against the goods it

proposed to supply under the contract as per price schedule given in **Annexure-III**. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.

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

(i) The price of the goods shall be quoted as total unit price (inclusive of all taxes and levies including VAT) for each individual item.

(ii) The bidder shall quote only one price for each item.

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

(iv) The total cost shall be calculated after adding the total price of each individual item i.e. addition of entries in column no. (f) for S. No. 1 to 44 shall constitute the total cost. And financial bid evaluation shall be done on L-1 of this total cost.

9.3 The prices quoted by the bidder shall remain 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.

9.4 The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of equipment / system offered.

9.5 “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.

9.6 The price approved by the DOT for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 9.1 above. Break up in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/payable as per clause 9.2 is for the information of the purchaser and any changes in the taxes shall have no effect on the price during the scheduled delivery period.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents.

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

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

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

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

(v) Copy of PAN

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

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

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

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

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

The 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.

12. BID SECURITY:

12.1 Pursuant to Clause 7 the bidders shall furnish, as part of his bid, a bid security for an amount of **Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of Demand Draft/Banker Cheque from any scheduled Bank in Delhi/ New Delhi in favour of "**Pay & Accounts Officer, Department of Telecommunications, New Delhi-110001**", having validity of 45 days beyond bid validity.

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 para 12.6.

12.3 A bid not secured in accordance with para 12.1 shall be rejected by the purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

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

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

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:
 - to sign the contract in accordance with clause 28
 - to furnish performance security in accordance with clause 27.
 - to supply the items within stipulated time as given in Purchase Order (Advanced or Firm).

13. PERIOD OF VALIDITY OF BIDS:

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

13.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14. FORMATS AND SIGNING OF BID

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

14.2 The copy of the Bid shall be typed or printed and **all the pages numbered consecutively** and shall be signed and stamped by the bidder or a person or persons duly authorized to bind the bidder to the contract. **The letter of authorization shall be accompanied with written power-of-attorney. All pages of the original bid shall be signed and stamped by the person or persons authorized for signing the bid. The bids submitted shall be sealed properly.**

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

D. SUBMISSION OF BIDS

15 SEALING AND MARKING OF BIDS

15.1 The bidder shall wax seal the technical and financial bids in separate envelopes and keep them in a bigger wax sealed envelope. The Technical bid shall bear the name "**TECHNICAL Bid of Tender No. 7-16/2010-11/IT-I**" on the envelope, while the financial bid shall bear the name "**Financial Bid of tender No. 7-16/2010-11/IT-I**" on the envelope for avoiding any mismatch. The Technical and the Financial Bid should contain documents as laid down in clause 7 of Section II.

15.2 (a) The bigger sealed envelope containing the Technical and the Financial Bid in separate sealed envelopes shall be addressed to the Purchaser at the following address:

Assistant Director General (IT-I)
Room No. 1222
Sanchar Bhawan
20, Ashok Road, New Delhi- 110001

(b) All the envelopes shall bear the Tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time), along with the address of the purchaser .

(c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.

(d) Tender may be sent by Registered Post/ Speed Post/ Courier or delivered in person. The responsibility for ensuring that the tenders are delivered in time would rest with the bidder.

(e) Bids delivered in person shall be delivered to Assistant Director General (IT-I), Room No. 1222, Sanchar Bhawan , 20 Ashok Road , New Delhi-110001 on or before due date. The Purchaser shall not be responsible if the bids are delivered elsewhere.

15.3 **If the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.**

16. SUBMISSION OF BIDS:

16.1 **Bids must be received by the Purchaser at the address specified under Para 15.2 not later than the prescribed time on due date.**

16.2 The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Not more than one independent and complete bid shall be permitted from a bidder.

17. LATE BIDS:

17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to Clause 16, **shall be rejected and returned unopened to the bidder.**

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by telex/Fax but followed by a signed confirmation copy by post **not later than the deadline for submission of bids.**

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS:

19.1 The purchaser shall open technical bids in the presence of bidders or their authorized representatives who chose to attend on opening date and time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in **Annexure- VI**).

19.2 A maximum of two representatives for any bidder shall be authorised and permitted to attend the bid opening.

19.3 The Bidder's names, documents submitted, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.

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

20. CLARIFICATION OF BIDS:

20.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

21. TECHNICAL EVALUATION:

21.1 Purchaser shall evaluate the technical bids to determine whether they are complete, required securities/ sureties have been furnished, the documents have been properly signed and the bids are generally in order.

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

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

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

22.1 **The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of Technically unsuccessful bidders would not be opened and shall be destroyed unopened by DoT, if not claimed by the bidder within 15 days of evaluation of the Technical Bid.**

22.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the Supplier does not accept the correction of the errors, his bid shall be rejected.**

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

22.4 **The evaluation shall be done on L-1 vendor of Total Cost of tendered items.** (As given in Annexure – III)

22.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

23. CONTACTING THE PURCHASER:

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 **Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.**

F AWARD OF CONTRACT:

24. PLACEMENT OF ORDER

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

25. PURCHASER'S RIGHT TO VARY QUANTITIES:

In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 25% of the quantities of goods and services contained in the running tender/ contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER:

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

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

28. SIGNING OF CONTRACT:

28.1 The issue of firm purchase Order and Signing of Contract Form shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing of performance security pursuant to clause 27, the Purchaser shall discharge its bid security, pursuant to clause 12.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

30. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. **Non-compliance of any one of which, shall result in outright rejection of the bid.**

(i) Clause 15.1 of Section II: The bids will be recorded/ returned unopened if covers are not properly sealed.

(ii) Clauses 12.1 & 13.1 of Section II: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

(iii) Clause 2 & 10 of Section II: If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 2 and Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.

(iv) Clause 11.1 of Section II : If clause-by-clause compliance in form of signing and stamping all the pages of the original bid by the authorized person(s) and deviation statements as prescribed are not given, the bid will be rejected. **In case of no deviations, a statement to that effect must be given.**

(v) Annexure-III: Prices are not filled in as prescribed in price schedule.

(vi) Section II clause 9.5 on discount which is reproduced below:

“Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

31. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

32. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

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

The near relatives for this purpose are defined as:-

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

(b) Husband and Wife.

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

“I.....s/o.....r/o..... hereby certify that none of relative(s) as defined in the tender document (Tender No. 7-16/2010-11/IT-I) is/are employed in DOT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, DOT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.”

SECTION - III**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. APPLICATION:**

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

2. STANDARDS:

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

3. PATENT RIGHTS:

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

4. PERFORMANCE SECURITY:

- 4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of the contract within **7 days** from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.
- 4.3 The Performance Security Bond shall be in the form of Bank Guarantee only issued by a Scheduled Bank and in the form provided in '**Annexure-IV**' of this Bid Document. The validity of Performance Guarantee shall be 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- 4.4 The Performance Security Bond will be discharged by the Purchaser without interest after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

- 5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and

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

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

6. DELIVERY:

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

7. WARRANTY:

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

8. PAYMENT TERMS:

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

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

8.2 No payment will be made for goods rejected at the site on testing.

9. PRICES

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

10. CHANGES IN PURCHASE ORDERS

- 10.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- (a) Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
 - (b) The method of transportation or packing;
 - (c) The place of delivery; or
 - (d) The services to be provided by the supplier.
- 10.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

11. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts 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.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

- 12.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 12.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 4 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.
- 12.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

13 LIQUIDATED DAMAGES

- 13.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 13.2 below.
- 13.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 10 (TEN) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another **TEN weeks** of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.**

14 FORCE MAJEURE

- 14.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 14.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

15 TERMINATION FOR DEFAULT

- 15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15;

- b) if the supplier fails to perform any other obligation(s) under the Contract; and
 - c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 15.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 18.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

16. **TERMINATION FOR INSOLVENCY**

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

17. **ARBITRATION**

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

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

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

18 **SET OFF**

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

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

SECTION - IV**SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the '**Instructions to the Bidders**' as contained in Section II & "**General (Commercial) Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. In case where bid security is not submitted in the **manner** prescribed **THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.**
3. The small scale industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability **duly certified by NSIC.**
4. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
5. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
6. **The items shall be purchased on monthly basis or as per actual requirement. The Total Quantity purchased within a year may be less than the quantity mentioned at Annexure – A/ Annexure I/ Annexure III.**
7. Any clarification issued by DOT in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
8. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc. The supply shall be completed within the delivery time as in clause 6 of Section III, from the date of placement of purchase order.
9. The quality of Ribbon Cartridges to be supplied of high quality of reputed brand and should be supplied in sealed containers/packets and also should be capable of printing in bidirectional ways in draft and NLQ modes and should not smear the ink.
10. The quality of print should not be faint and should be legible and clear.
11. DoT Matrix /Laser Cartridges should function properly without any hindrance till the life of the Ribbon/Toner over.
12. The Ribbon should be in the form of endless fabric ribbon with life expectancy in draft mode are approximately five million characters.
13. The quality of Ribbon should be so that it should not spoil the print heads.
14. The Cartridges of both DMP and Laser should be capable of working in an operative environment with Delhi's temperature of 5 to 45 degrees centigrade with relative humidity between 20 to 80 percent RH in normal Room temperature(with or without AC) .
15. The Laser toner Cartridges should also have the capability to print on transparency in addition to normal A4 size paper.
16. Any DMP or Laser cartridges found defective after purchase should be replaced free of cost to the satisfaction of DOT authorities failing which the cost already paid will be deducted from the next Bill /Performance Guarantee furnished by the selected vendor.

17. The cartridges should be wrapped in polyethylene covers, so as to enable the cartridges to be free from dust, getting dried and for proper storage and use latter.
18. The Performance Guarantee would be returned after satisfactory execution of the contract and recovery cost charges, if any for defective cartridges, if any supplied or for non satisfactory functioning of any cartridges.
19. Since the quantity given are approximate depending on the usage of the customer, may likely to vary depending upon the actual usage and the selected contractors can have no right for the quantity mentioned in the tender and DOT reserves the right to vary the quantity mentioned.
20. Payment will be done for monthly basis on the actual quantity of the supplies made at the prices approved by the purchaser or as desired by the purchaser.
21. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to DOT.
22. DOT reserves the right to:-
 - a) Accept or reject of any bid and annul the bidding process without assigning any reason what so ever at any time prior to the award of contract,
 - b) Blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
23. The agreement shall be in force for a period of twelve months initially, which may be extendable by a further period of upto twelve months on the same terms and conditions by giving one week's notice in writing to the vendor, if decided upon to do so by DOT.
24. The bid security/Performa security deposit of the bidder would be forfeited, in case he refuses to honor the letter of intent / A.P.O. issued by the DOT for supply of the materials.
25. Selected bidder has to execute an agreement in the prescribed Performa (Contract Form)-**Annexure-V**- in a non-judicial bond paper of value not less than Rs.50/- (Fifty Only) for the regular supply of the materials in annexure-I, periodically, as per the indent of the DOT.

Assistant Director General (IT-I)

Annexure-I

TECHNICAL SPECIFICATION AND SCHEDULE OF REQUIRMENTS

S. No.	Item Description	Make	Quantity*
1	Cartridge for Samsung ML 5000A Printer	Samsung	20
2	Cartridge for Samsung ML1210 Printer	Samsung	30
3	Cartridge for Samsung CLP 310 N Printer CLT K 409 S (Black)	Samsung	30
4	Cartridge for Samsung CLP 310 N Printer CLP Y 409 S (Yellow)	Samsung	20
5	Cartridge for Samsung CLP 310 N Printer CLP M 409 S (Magenta)	Samsung	20
6	Cartridge for Samsung CLP 310 N Printer CLP C 409 S (Cyan)	Samsung	20
7	Cartridge for Xerox Phaser 3450 Printer	Xerox	40
8	Cartridge for Xerox DocuPrint P8e Printer	Xerox	5
9	Cartridge/ Ribbon for TVSE MSP 245 Printer (Dot Matrix Printer 136 Column)	TVSE	30
10	Cartridge/ Ribbon for TVSE Pro X900 Printer (Dot Matrix Printer)	TVSE	30
11	Cartridge for Canon Ip 100 Printer PGI-35 (Black)	Canon	5
12	Cartridge for Canon Ip 100 Printer PGI-36 (Colour)	Canon	5
13	7Ah, 12V SMF Battery (Chloride) (Buy Back)**	Exide	1000
14	EP 12-12 (12M 12) 12V, 12Ah Sealed Lead Acid Battery (Powersafe) (Buy Back)**	Exide	12
15	CD-Recordable	Moser Baer	1000
16	DVD-Recordable	Moser Baer	1000
17	CD-R/W, Read & Write	Moser Baer	500
18	DVD-R/W, Read & Write	Moser Baer	200
19	CD Recordable (Jewel Case)	Moser Baer	100
20	DVD-Recordable (Jewel Case)	Moser Baer	100
21	CD-R/W, Read & Write (Jewel Case)	Moser Baer	100
22	DVD-R/W, Read & Write (Jewel Case)	Moser Baer	100
23	Wireless Keyboard + Mouse	Logitech	10
24	Wireless Mouse	Logitech	20
25	Webcam (Logitech C600)	Logitech	10
26	Headphone with mic (Clear Chat Premium PC)	Logitech	10
27	Speakers (Creative A35)	Creative	20
28	TV Tuner Card (External) with remote control	AVerMedia	10
29	LAN Card	D-Link	5
30	CAT – 6 Cable Drum, 305m	D-Link	20
31	IO Box (Single Information Outlet with SMB having shutter facility)	D-Link	250
32	RJ 45 Connectors	D-Link	200
33	Patch Cord CAT – 6 (1m)	D-Link	150
34	Patch Cord CAT – 6 (2m)	D-Link	150
35	VGA Cable (10m) with ferrites on both ends	D-Link	10
36	RAM, DDR2 (for Desktop) 1GB	Transcend	50
37	RAM, DDR2 (for Desktop) 512 MB	Transcend	50
38	RAM, DDR1 (for Desktop) 1GB	Transcend	30
39	RAM, DDR1 (for Desktop) 512 MB	Transcend	30
40	RAM, SDRAM (for Desktop) 512 MB	Transcend	25
41	RAM, RDRAM (for Desktop) 512 MB	Transcend	15
42	4 GB Pen drive	Kingston	100
43	8 GB Pen drive	Kingston	50
44	External Hard Disk 500 GB	Seagate	10
45	Cartridge for Samsung ML-2851	Samsung	50

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

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

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

Annexure II

BID FORM

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

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

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

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

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

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

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

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

Dated thisday of20

(Signature)

Signature of.....

in capacity of.....

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

Witness.....

Tele No.(s):-

Signature.....

FAX No.(s)

Address.....

E-Mail Address:-

Annexure III

PRICE SCHEDULE

S. No. (a)	Item Description (b)	Make (c)	Quantity* (d)	Rates per Unit (Rs.) (e)	Tax (f)	Total Price per Unit (g)	Total Price (Rs.) (h) [(h) = (d) x (g)]
1	Cartridge for Samsung ML 5000A Printer	Samsung	20				
2	Cartridge for Samsung ML1210 Printer	Samsung	30				
3	Cartridge for Samsung CLP 310 N Printer CLT K 409 S (Black)	Samsung	30				
4	Cartridge for Samsung CLP 310 N Printer CLP Y 409 S (Yellow)	Samsung	20				
5	Cartridge for Samsung CLP 310 N Printer CLP M 409 S (Magenta)	Samsung	20				
6	Cartridge for Samsung CLP 310 N Printer CLP C 409 S (Cyan)	Samsung	20				
7	Cartridge for Xerox Phaser 3450 Printer	Xerox	40				
8	Cartridge for Xerox DocuPrint P8e Printer	Xerox	5				
9	Cartridge/Ribbon for TVSE MSP 245 Printer (Dot matrix Printer 136 Column)	TVSE	30				
10	Cartridge/Ribbon for TVSE Pro X900 DM Printer	TVSE	30				
11	Cartridge for Canon Ip 100 Printer PGI-35 (Black)	Canon	5				
12	Cartridge for Canon Ip 100 Printer PGI-36 (Colour)	Canon	5				
13	7Ah, 12V SMF Battery (Chloride) (Buy Back)**	Exide	1000				
14	EP 12-12 (12M 12) 12V, 12Ah Sealed Lead Acid Battery (Powersafe) (Buy Back)**	Exide	12				
15	CD Recordable	Moser Baer	1000				
16	DVD-Recordable	Moser Baer	1000				
17	CD-R/W, Read & Write	Moser Baer	500				
18	DVD-R/W, Read & Write	Moser Baer	200				
19	CD Recordable (Jewel Case)	Moser Baer	100				
20	DVD-Recordable (Jewel Case)	Moser Baer	100				
21	CD-R/W, Read & Write (Jewel Case)	Moser Baer	100				
22	DVD-R/W, Read & Write (Jewel Case)	Moser Baer	100				
23	Wireless Keyboard + Mouse	Logitech	10				
24	Wireless Mouse	Logitech	20				
25	Webcam (Logitech C600)	Logitech	10				
26	Headphone with mic (Clear Chat Premium PC)	Logitech	10				
27	Speakers (Creative A35)	Creative	20				
28	TV Tuner Card (External) with remote control	AVerMedia	10				
29	LAN Card	D-Link	5				
30	CAT – 6 Cable Drum, 305m	D-Link	20				
31	IO Box (Single Information Outlet with SMB having shutter facility)	D-Link	250				
32	RJ 45 Connectors	D-Link	200				
33	Patch Cord CAT – 6 (1m)	D-Link	150				
34	Patch Cord CAT – 6 (2m)	D-Link	150				
35	VGA Cable (10m) with ferrites on both ends	D-Link	10				
36	RAM, DDR2 (for Desktop) 1GB	Transcend	50				
37	RAM, DDR2 (for Desktop) 512 MB	Transcend	50				
38	RAM, DDR1 (for Desktop) 1GB	Transcend	30				
39	RAM, DDR1 (for Desktop) 512 MB	Transcend	30				
40	RAM, SDRAM (for Desktop) 512 MB	Transcend	25				
41	RAM, RDRAM (for Desktop) 512 MB	Transcend	15				
42	4 GB Pen drive	Kingston	100				
43	8 GB Pen drive	Kingston	50				
44	External Hard Disk 500 GB	Seagate	10				
45	Cartridge for Samsung ML-2851	Samsung	50				
	TOTAL		5642				

TOTAL COST of the tendered items is Rs. _____ (in figures)
(Rupees _____ only) (in words), inclusive of all taxes & levies.

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

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

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

Annexure IV

PERFORMANCE SECURITY BOND FORM

(MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)

To
The president of India

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

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

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

Annexure V**Contract Form**

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

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

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

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

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

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

Witness for Contractor

Witness for DoT

Annexure VI**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

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

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of --
----- (Bidder) in order of preference given below.

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid

documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

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

Please check whether all the below mentioned documents have been supplied for participating in the tender no. 7-16/2010-11/IT-I of Department of Telecommunications. The documents are to be submitted in descending order with item No. 1 on top of all. Please also mention page no. of the Technical bid where these documents are given.

S. No.	Documents (Please refer to clause 7.1 of Section II for filling this Checklist)	Page No.
1	Bid security in the form of Bank Draft for Rs. 50,000 /- [as per clause 12 of section II]	
2	Letter of authorization to attend bid opening [as per Annexure VI]	
3	Power of Attorney [as per clause 14.2 of Section II]	
4	Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No. 7-16/2010-11/IT-I (containing 30 pages) by the authorized person(s) [as per clause 11.1 of section II]	
5	Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be [as per clause 10.1 of Section II]	
6	Copy of Income Tax Return for last two Financial Years [as per clause 10.1 of section II]	
7	Copy of PAN [as per clause 2/ 10.1 of section II]	
8	Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate [as per clause 2/ 10.1 of section II]	
9	Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years [as per Clause 10.1 of Section II]	
10	No near relative certificate [as per Clause 33 of Section II]	

Bidders to ensure:

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

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

S. No.	Documents (Please refer to clause 7.1 of Section II for filling this Checklist)	Page No.
1	Bid Form as per Annexure II	
2	Price schedule as per Annexure III	