

TENDER DOCUMENT

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

2-16/2017-MM/TEC Dated 21.02.2017



ISO 9001:2008

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

(Visit at www.eprocure.gov.in or www.tec.gov.in)

Price: ₹ 2500/-only

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SECTION - I
NOTICE INVITING TENDER
Govt. of India
Ministry of Communications
Department of Telecommunications
Telecommunication Engineering Centre
Khurshid Lal Bhawan, Janpath,
New Delhi – 110001

Tender No. 2-16/2017-MM/TEC
Dated 21.02.2017

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

Approximate cost of Tender	₹1.5 Crores approx
Tender Fee	₹ 2500/-
Earnest Money Deposit	₹ 4.5 lacs
Date/Time of Publishing of e-Tender	21.02.2017
Document Download Start Date/Time	1100 Hrs of 21.02.2017
Document Download End Date/Time	1500 Hrs of 17.04.2017
Clarification Start Date/Time	1100 Hrs of 21.02.2017
Date & Time of Pre Bid Conference	1100 Hrs of 09.03.2017
Clarification End Date/Time	1700 Hrs of 10.03.2017
Bid Submission Start Date/Time	0900 Hrs of 31.03.2017
Bid Submission End Date/Time	1500 Hrs of 17.04.2017
Date/Time of opening of Techno-commercial Bid	1500 Hrs of 19.04.2017

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

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

ADG (MM)
TEC, New Delhi
FAX No.: 011-23725144

SECTION - II

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS:

- a. "The Purchaser" means the Telecommunication Engineering Centre (TEC).
- b. "The e-bidder" means a company or firm who participates in this tender and submits the e-bid. (hereafter e-bidder shall be referred as bidder)
- c. "The contractor" means a successful bidder (company or firm) executing works under the contract.
- d. "The Goods" means all the equipment, measuring instruments, Computer Hardware/ Software and/ or other materials, which the contractor 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 successful bidder.
- f. "The Purchase Order" ("PO") means the order placed by the Purchaser on the contractor signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- g. "The Contract Price" means the price payable to the contractor under the purchase order for the full and proper performance of its contractual obligations.
- h. "Contract Period" means the period starting from the placement of PO and ending with expiry of the SLA.
- i. "GP Lab" means the Green Passport Lab, Phase-I.
- j. "Manpower cost" means manpower (expert on automation) deployed by contractor for satisfactory operation and maintenance of "GP Lab" and shall be chargeable on quarterly basis after successful commissioning of this Lab.
- k. "T&M EQUIPMENT" (Testing & Measurement Equipment) solution for the purpose of this tender shall mean "It is a facility (or a set of facilities) where activities related to R&D, integration and automatic testing of Hardware and Software in respect of standardised Power meter as per standard specifications defined and approved by TEC, Govt. Of India, Ministry of Communications, New Delhi in GR no. TEC/GR/TX/PM-001/01/Mar.15 being procured through this tender is carried out".
- l. "VALIDATION" means action of the declaring lab officially acceptable by means of established test plan for determining Energy Efficiency Testing of Router and switch which will be provided by the purchaser as DUT (Device Under Test) with high degree of assurance in GP Lab and produce various energy efficiency reports and other predetermined quality attributes according to International approaches, standards specified and approved by TEC vide Guideline document no. **TEC/GL/TX/GT-001/01/MAR.15.**

- m. "PROJECT" means the complete work being awarded through this tender which includes supply installation, integration, validation, commissioning, training, accreditation, warranty and service support for the period stated in the tender.
- n. A systems integrator (SI) is an individual or business that builds systems for clients by combining hardware and software products from multiple vendors.

2.0 REGISTRATION AT E-PROCUREMENT PORTAL

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

3.0 ELIGIBLE BIDDERS:

3.1 General

3.1.1 The bidder for this tender shall belong to any of the following categories.

- a. Test & Measurement Equipment manufacturer (OEM), who shall be original equipment manufacturer of part / complete solution being offered as per the Scope and Schedule of Requirements mentioned in Section (V).
- b. System Integrator (who does not fall in the category mentioned above in para 3.1.1 (a)).

3.2 Bidder Company Status:

3.2.1 The bidder company shall be registered and incorporated in India under the Companies Act, 1956 or Companies Act, 2013. In case of firm, it shall be registered under the relevant law.

3.2.2 The bidder, as per para 3.1.1(a), shall have valid MOU or agreement signed, with one or more OEMs covering the complete scope of the project except for those possessed by him. These OEMs shall be termed as partner OEMs. The bidder, as per para 3.1.1. (b), shall have valid MOUs or agreements signed with OEMs covering the complete scope of the project. The MOU or agreement shall be for providing support for the complete offered solution for the entire period of contract as per terms of contract / tender. The support shall include installation, integration (OEMs equipment with other equipments or subsystems as well as dash board), training, validation, field trial, commissioning, accreditation, warranty, updation, upgradation and AMC of the product / tools proposed for the GP Lab project.

3.2.3 The bidder shall ensure that there is appropriate teaming arrangement / MOU among all OEMs for successful installation, commissioning and smooth functioning of the GP Lab project.

3.3 Technical Experience:

- 3.3.1 The bidder as an OEM or system integrator shall submit experience certificate of establishing successfully at least one such similar type of lab during the last 5 financial years (i.e. FY 2011-12, FY 2012-13, FY 2013-14, FY 2014-15 and FY 2015-16) owned by telecom operator/regulator/government/ manufacturer/ independent entity anywhere in the world/India for Energy efficiency testing of routers and switches.
- 3.3.2 The bidder or its partner OEMs shall have capability and experience in development and implementation of test scripts for various test & measurement equipment to facilitate automated test processes. The bidder or its partner OEMs shall also have experience in integrating multiple test & measurement equipment for functions and test capabilities. The bidder or its partner OEMs shall submit details of experience in integrating test & measurement equipment solution software with necessary test capabilities in built-in Integrated Power Analyser for energy efficiency testing of Routers and Switches in automated mode with report generations as per TEC measurement methodology defined in guideline no. **TEC/GL/TX/GT-001/01/MAR.15** which is available free of cost on TEC website portal www.tec.gov.in/planning-guidline/
- 3.3.3 In case the partner of the bidder is an Indian subsidiary of a Foreign OEM, either Indian Subsidiary or its Parent Company shall meet, jointly or individually the OEM experience criteria mentioned at para 3.3.1.
- 3.3.4 The bidder or its Original Equipment Manufacturers (OEM) partner should have received Type Approval Certificate from TEC against GR No. TEC/GR/TX/PM-001/01/March 2015 or have registered themselves for such Type Approval by filing 'Form B' of TEC Type Approval against the same GR, which may be purchased from TEC New Delhi or from Regional TECs at Mumbai/ Bangalore/ Kolkata.
- 3.3.5 The bidder shall furnish the name of its collaborating OEM (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids except for the upgraded version of that product with the prior approval of the purchaser.
- 3.4 **Turnover:**
- The bidder or its partner OEM (in case of a foreign OEM: either Indian subsidiary or its parent company) shall have annual audited financial turnover of at least 10 crores (INR) during each of the last 3 completed financial years i.e. FY 2013-14, FY 2014-15 and FY 2015-16. In case the turnover is in foreign currency, the SBI exchange rate as on the date of actual opening of the bid shall be taken into account.

4.0 COST OF BIDDING:

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

5.0 DOCUMENTS COMPRISING THE e-TENDER:

- 5.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
- a. Notice inviting tender
 - b. Instructions to bidders
 - c. General (commercial) conditions of contract
 - d. Special conditions of contract
 - e. Technical specifications & schedule of requirement
 - f. EMD BG Form
 - g. Pre-bid/pre-contract integrity pact
 - h. Profile of bidder
 - i. No near Relative Declaration/Certificate
 - j. No blacklisting certificate
 - k. Performance security bond form
 - l. Bid Form
 - m. Indemnity Bond
 - n. Compliance statement
 - o. Technical Proforma
- 5.2 Price Schedule shall be filled separately in Financial Bid of the tender, as per the procedure given in Bidders Manual Kit.
- 5.3 The bidder is expected to examine all instructions, forms, terms and specifications in the tender document. Failure to furnish all information as per the e-tender document or submission of e-bid not as per the requirement of e-tender document in every respect will be at the bidders' risk and result in rejection of the said e-bid.

6.0 CLARIFICATIONS/AMENDMENTS OF e-TENDER DOCUMENT

- 6.1 A prospective bidder requiring any clarification on the tender document shall upload its queries on e-procurement portal prior to **1700 HRS OF 10.03.2017**.
- 6.2 Purchaser shall upload the response to such queries, which are received in due time, generally by 10 days prior to the date of opening of the bids.
- 6.3 At any time, prior to the date of submission of bids, Purchaser may, for any reasons whether at its own initiative or in response to a clarification sought by a prospective bidder, modify the e-tender document by amendments.
- 6.4 The amendments/clarifications, if any, which are uploaded on the portal www.eprocure.gov.in, shall form an integral part of the tender document, and shall be binding on all bidders.
- 6.5 It shall be the sole responsibility of the prospective bidder to check the web site <http://eprocure.gov.in> from time to time for any amendment in the e-tender documents. In case of failure to get the amendments, if any the department shall not be responsible for it.

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

7.0 PRE-BID CONFERENCE:

- 7.1 A Pre-bid conference shall be held at 1100 Hrs of 09.03.2017 in the New Committee Room, 3rd Floor, Telecom Engineering Centre, Khurshid Lal Bhawan, New Delhi. The queries already received shall, to the extent possible, be clarified in a Pre-bid Conference. The prospective bidders may attend the conference for clarifications on technical specifications, and other terms and conditions of the tender document. The queries, verbally raised during the Pre-Bid conference, must be uploaded in the portal by 1700 Hrs of 10.03.2017. Consolidated replies to the relevant uploaded queries, shall form part of the tender document, and shall be uploaded on the web-sites, generally by 10 days prior to the date of opening of the bids.
- 7.2 For interpretation of any condition of this tender document, the decision of purchaser shall be final and binding on the Prospective Bidder.
- 7.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

8.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise of:

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

- 8.1 All documents to be submitted under the bid as per clause 8.2 of this section must be uploaded in PDF format along with scanned copy of Demand Draft/Banker's Cheque/BG for Earnest Money Deposit and Demand Draft/Banker's Cheque for Tender Fee. However, original 'Pre-Bid/Pre-Contract Integrity Pact', Indemnity Bond, Demand Drafts/ Banker's Cheque/BG/ FD in respect of EMD& Demand draft/Banker's Cheque in respect of Tender Fee shall be submitted in Room No 257, Khurshid Lal Bhawan, TEC upto the last date of submission of e-bids (1500 Hrs of 17.04.2017).The purchaser reserves the right to seek actual documents for any uploaded documents during evaluation of the e-bid.
- 8.2 **The Techno-commercial e-bid for 2-16/2017-MM/TEC dated 21.02.2017 should contain:**
- a Scanned copy of Demand Draft/Banker's Cheque for the prescribed amount of tender cost (₹ 2500/-).
 - b Copy of the duly executed Pre-Bid/Pre-Contract Integrity Pact as per proforma in **Annexure I**.
 - c Copy of Indemnity Bond as per **Annexure-II**.
 - d Duly filled and signed Profile of bidder as per **Annexure III**.

- e Scanned copy of Demand Draft/Banker's Cheque/BG from Scheduled Bank of India for the prescribed amount (₹ 4.5 lacs) of earnest money deposit as per EMD BG Form given at **Annexure-IV**.
- f No near relative Certificate/Declaration as per **Annexure V**.
- g Duly filled Bid Form as per **Annexure VII**.
- h Duly filled Technical Proforma as per **Annexure VIII** mentioning name of his collaborator (if applicable), brand name and model no along with software version of the products offered in this tender. The technical literatures of the products should also be submitted.
- i Self-Certificate for not being black listed/ debarred from participation in tender process by any office of the central government as per proforma in **Annexure IX**.
- j Compliance statement clearly indicating deviations as per clause 10.1 of this section, if any, against each item as per proforma in **Annexure X**.
- k List of Partners/directors of the bidder along with Partnership Deed or Article/Memorandum of Association, as applicable.
- l Authorization letter for signing the bid document(s) in the form of duly attested Board Resolution/Power of Attorney or letter of authorization duly signed by all partners/proprietor on the letterhead of the firm/company, as applicable.
- m Attested copy of Certificate of Registration of company/firm as per clause no. 3.2.1 of this section.
- n Latest NSIC/ MSME certificates and documents, if applicable
- o Complete Audited financial report as a proof for annual turnover of Rs.10 Crores or more in preceding three financial years as per clause 3.4 of this section by System Integrator and all OEMs for Testing Tools & Networking Devices as per Schedule of Requirement.
- p Copy of documentary evidence of having experience in setting up similar type of Lab clearly indicating the facilities/instruments as well as complete postal address and contact details of the lab in support of clause no 3.3.2 of this section.
- q Copy of PAN card/ GIR card and copy of Sales Tax Registration Certificate of the organization.
- r Latest VAT returns.
- s A copy of MOU between bidder and OEMs as required in clause 3.2.2 and 3.2.3 of this section shall be provided, if applicable.
- t Copy/Copies of Purchase Order duly authenticated by the authorized signatory of the bidder as proof of supply as per Clause No. 3.3.2 and 3.3.3 of this Section.
- u Certificate confirming satisfactory operation of the T&M equipment supplied as per clause 3.3.2 and 3.3.3 of this Section. Certificates having older software and hardware versions than the software and hardware versions quoted in the bid shall be acceptable for the compliance of this clause.

- v Tender document (consisting of all Sections and Annexures, Subsequent Amendments/Clarifications if any), duly filled and signed by the authorised signatory with the stamp of the bidder.
- w Copy of Type Approval Certificate against TEC GR No. TEC/GR/TX/PM-001/01/March 2015 or Copy of 'Form B' of Registration for Type Approval Against the same GR.

- 8.3 Price Schedule for tender no. 2-16/2017-MM/TEC dated 21.02.2017 shall be filled separately as given in the financial bid available in the e-portal.
- 8.4 The bidder is expected to examine all instructions, forms, terms& conditions and specifications in the Tender Document and amendments/ clarifications, if any, and submit the bid accordingly.
- 8.5 Any bid unaccompanied by EMD or/and Tender Fee in variance with the instructions herein, is liable to be rejected summarily.
- 8.6 No tender shall be uploaded after 1500 Hrs of 17.04.2017. Only in case the last date of submission of bids is declared as Central Government holiday in Delhi, the original EMD & Tender Fee will be accepted up to the next working day till the same time and the Techno-commercial Bid will be opened on the next working day at the scheduled time.
- 8.7 In case any requisite document(s) is submitted with bid in any language other than Hindi or English, the duly signed copy of the translation of that document from any authorised translator shall also be submitted along with the bid document.
- 8.8 In case of power of Attorney for participation in tender and signing the document(s), on behalf of the Company/ Institution/Body corporate/Firm is being submitted, same should be executed on the non-judicial stamp paper of appropriate value and as per prevailing guidelines in the respective state(s).
- 8.9 The power of attorney should be in favour of person(s) authorized by the board of Directors of the bidder for signing and participating in the bid process, on behalf of the company/ Institution/ Body corporate.
- 8.10 Tender document, as downloaded, must be submitted without making any additions, alternations. Tender document modified in any manner is liable to be rejected.
- 8.11 The purchaser reserves the right to accept/reject any/all/part of the bids without assigning any reason.
- 8.12 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons authorized for signing the bid.

9.0 BID PRICES:

- 9.1 The prices should be quoted only in Indian Rupees as per Price Schedule only. No foreign exchange shall be made available by the purchaser.
- 9.2 The bidder must quote a definite price for each component & each year and each component of SLA separately.

- 9.3 The column for quoting "Unit Rate (After discount, if any) In Figures to be entered by the Bidder" should not be left blank. If there is no specific price towards any component or SLA, the same shall be indicated as '0' in the relevant column.
- 9.4 In case any column other than "Unit Rate (After discount, if any) In Figures to be entered by the Bidder" of Price Schedule is left blank the value of that component shall be treated as inclusive in the unit price quoted.
- 9.5 It is mandatory to quote the rate for complete configuration, including all the software, in respect of all the items mentioned in Price Schedule.
- 9.6 The bidder offering concessional E.D/sales tax shall submit the proof of applicable concessional ED/Sales Tax.
- 9.7 In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the purchaser reserves the right to ask for reduction in the prices if there is reduction in any duties or taxes.
- 9.8 A bid submitted with an adjustable or variable price will not be accepted.
- 9.9 Any changes in the taxes shall have no effect on the price during the scheduled delivery period except that any decrease shall be passed on to the purchaser.
- 9.10 Telecommunication Engineering Centre has been registered with Department of Scientific & Industrial Research, Govt. of India and is exempted from payment of custom duty on production of custom duty exemption certificate. Rates should be quoted without any custom duty in case the items are to be imported by the contractor from their principals and the invoice & other documents are in the name of purchaser. The Custom duty exemption certificate will be provided after the items arrive at destination airport.
- 9.11 Price should be quoted indicating (i) unit price after discount, if any (ii) Excise duty (iii) VAT, (iv) Service Tax, (v) Freight charges (Unloading and unstacking) (vi) Any other Taxes/ Duties/ levies. All charges towards transportation, insurance, loading unloading, unstacking etc., as applicable shall be included in Freight charges.
- 9.12 The price approved by the purchaser for procurement will be inclusive of all levies and taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc., for delivery up to the Consignee. Break up/variation in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/payable is for the information and any changes in the taxes shall have no effect on the price during the scheduled delivery period except that any decrease shall be passed on to the purchaser.
- 9.13 Amount of each of the tax applicable on the supplies may be indicated clearly in the price schedule, failing which it will be presumed that that no tax is applicable or the price quoted is inclusive of the applicable taxes and as such no amount shall be payable on this account.

10.0 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

- 10.1 The documentary evidence of goods in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause- by-clause compliance of all the terms & conditions of the tender demonstrating substantial responsiveness in the form of signing & stamping all the pages of the original bid document and supporting technical material by the authorized person/persons. In case of deviations, a statement of deviations and exceptions shall be given by the bidder.
- 10.2 For purposes of compliance to be furnished pursuant to Clause 10.1 above, the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.
- 10.3 The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

11.0 EARNEST MONEY DEPOSIT (BID SECURITY):

11.1 FURNISHING OF EMD

- 11.1.1 Earnest Money Deposit (refundable) of ₹ 4.5 lacs (Rs. Four Lac Fifty Thousand only) is to be furnished with the bid by way of demand draft, banker's cheque, pay order, Bank Guarantee or Fixed Deposit (as per Annexure-IV) valid for at least 285 days from the date of opening of bids, from any scheduled bank in India, drawn in favour of AO (Cash), TEC, payable at New Delhi. Any other amount of money lying with the purchaser can not be adjusted against this head. Failure to furnish Earnest Money Deposit shall result in summarily rejection of the bid.
- 11.1.2 The bidder registered with National Small Scale Industries Corporation (NSIC)/ Ministry of Micro, Small & Medium Enterprises (MSME) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of Earnest Money Deposit, should submit their latest and valid NSIC/ MSME certificate and documents in respect of their monetary limit and financial capability duly certified by NSIC/ MSME.

11.2 FORFEITURE OF EMD

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

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

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

11.3 REFUND/RELEASE OF EMD

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

11.3.2 The EMD amount/BG will be refunded/ released only after finalisation of tender, and on receipt of written request from the unsuccessful bidders.

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

12.0 PERIOD OF VALIDITY OF BIDS:

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

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

13.0 SUBMISSION OF BIDS:

13.1 The bidders shall upload their bids online at e-procurement portal, in response to the e-tender published by the department. Bid submission can be done from the date of release of e-Tender till the last date of receipt of e-bids, as mentioned in the schedule in NIT (Section-I). 'Pre-Bid/Pre-Contract Integrity Pact', Indemnity Bond, Payments for tender Fee and EMD must be received by the Purchaser at the address Assistant Director General (MM), Room No. 257, TEC, Khurshid Lal Bhawan, Janpath, New Delhi not later than the prescribed time on due date (1500 Hrs of 17.04.2017). In case, the last date of submission of bids is declared as central government holiday in Delhi, the original EMD & Tender Fee will be accepted up to the next working day till the same time and the Techno-commercial Bid will be opened on the next working day at the scheduled time.

13.2 The bidders should start the bid submission process well in advance so that they can submit their e-bid in time. The bidder should submit their e-bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.

13.3 Once the e-bid submission date and time is over, the bidders cannot submit their e-bid.

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

14.0 LATE BID:

The server time indicated in the bid management window on the e- procurement website <http://eprocure.gov.in> will be the time by which the e-bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid submission date and time is over, the bidder cannot upload the e-bid.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

16.0 OPENING OF BIDS:

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

17.0 CLARIFICATION OF BIDS BY THE PURCHASER:

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

18.0 TECHNO-COMMERCIAL BID EVALUATION:

- 18.1 **The bids of only those bidders shall be considered for Techno-commercial evaluation, who have executed (in advance) and submitted the 'Pre-Bid/Pre-Contract Integrity Pact', on a stamp paper of Rs. 100, along with their bids.** The authority to sign the Pact on behalf of purchaser is ADG (MM), TEC or the officer authorized by the purchase. A copy of the signed pact shall be given to the bidder by the purchaser and the same will be uploaded on e-procurementportal along with the e-bid. The person signing the 'Pre-

Bid/Pre-Contract Integrity Pact' should have authorization letter for signing the bid document as per clause 8.2(l) of this section.

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

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

- 19.1 The purchaser shall shortlist only those bidders who are eligible and have submitted substantially techno-commercially responsive bid for opening of financial bid. Successful bidders would be intimated regarding opening of financial bids. The Financial Bids of techno-commercially unsuccessful bidders would not be opened.
- 19.2 Prices quoted in the on line Price Schedule as defined on the e-portal only will be considered for evaluation.
- 19.3 The evaluation and comparison of responsive bids shall be done on the total price of the goods and SLA offered inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule of the e-portal.
- 19.4 The contractor shall quote for year-wise Service Level Agreement for 5 years in two components separately. One component is the cost for maintenance, Updates, Upgradation and visit of the engineers as and when required and another component is for services of trained professional.
- 19.5 The cost of SLA will be added to the basic quotation for the purpose of evaluation at the discount rate of 12% per year. Since the SLA will start at the end of warranty period of two years, the calculation for NPV of SLA will be done as follows:

$$\begin{aligned}\text{Net Present Value (NPV) of SLA} = & \text{Quoted rates for SLA for 1}^{\text{st}} \text{ year} / (1.12)^3 \\ & + \text{Quoted rates for SLA for 2}^{\text{nd}} \text{ year} / (1.12)^4 \\ & + \text{Quoted rates for SLA for 3}^{\text{rd}} \text{ year} / (1.12)^5 \\ & + \text{Quoted rates for SLA for 4}^{\text{th}} \text{ year} / (1.12)^6 \\ & + \text{Quoted rates for SLA for 5}^{\text{th}} \text{ year} / (1.12)^7\end{aligned}$$

- 19.6 For the purpose of determination of lowest (L-1) bidder, price comparison will be done on the basis of the cost of complete quantity of hardware and software

considering the Total price of all the items as given in Price Schedule and NPV of SLA.

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

20.0 CONTACTING THE PURCHASER:

- 20.1 Subject to Clause 16, 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.
- 20.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid of that bidder.

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

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

22.0 PLACEMENT OF ORDER:

- 21.1 The purchaser shall consider placement of orders for commercial supplies on the bidder whose offer has been found techno-commercially and financially acceptable. The tender will be awarded to the lowest (L-1) bidder. The P.O. will be released only after the L1 bidder receives Type Approval Certificate from TEC against GR No. TEC/GR/TX/PM-001/01/March 2015
- 22.1 The purchaser shall place an Advance Purchase Order of the tendered quantity on the bidder whose offer has been accepted. The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into the contract with the bidder. The bidder shall, within the stipulated time, furnish performance security in conformity with the terms and conditions, in the form of a demand draft or bank guarantee as per the proforma enclosed at Annexure VI, from any scheduled bank in India.
- 22.2 Failure to furnish performance security within the stipulated time may result in cancellation of Advance Purchase Order along with forfeiture of the EMD.
- 22.3 Purchase Order will be placed only after acceptance of the performance security submitted by the bidder.
- 22.4 The issue of Purchase Order shall constitute the Award of Contract on the bidder.

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

Purchaser reserves the right at the time of award of contract to increase or decrease by up to 25% of the quantity of goods (subject to minimum of one unit) and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions at the time of

award of contract. However, purchaser reserves the right to order any item/part of the item as mentioned in the Price Schedule.

24.0 DISQUALIFICATION OF BIDDER:

- 24.1 Purchaser reserves the right to disqualify the bidder for a period as deemed fit to the purchaser who have habitually failed to supply the equipment in time. Further, the contractor whose equipment does not perform satisfactorily in accordance with the specifications may also be disqualified for a period as deemed fit to the purchaser.
- 24.2 Purchaser reserves the right to blacklist a bidder for a period as deemed fit to the purchaser, in case bidder fails to honor his bid without sufficient grounds.
- 24.3 The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender, as per Annexure-V. None of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state should be working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Earnest Money Deposit will be forfeited at any stage whenever it is noticed and purchaser will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as: -

- a. Members of a Hindu undivided family.
- b. They are husband and wife.
- c. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1.0 APPLICATION:

The General Conditions shall apply in contracts made by the purchaser for the procurement of Goods and associated services.

2.0 STANDARDS:

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

3.0 PATENT RIGHTS:

The contractor shall indemnify, in the format prescribed in Annexure-II, the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network & TEC Laboratory.

4.0 PERFORMANCE SECURITY:

- 4.1 The contractor shall furnish performance security to the purchaser for an amount equal to 10% of the total Contract Price (including training, SLA, accessories and accreditation) for the goods as prescribed in Advance Purchase Order within 15 days of issue of the Advance Purchase Order.
- 4.2 The proceeds of the performance security shall be payable to the purchaser for non-compliance on account of the contractor's failure to complete its obligations under the contract.
- 4.3 The performance security may be submitted in the form of demand draft in favour of AO (Cash), TEC, or in the form of a Performance Bank Guarantee (PBG) issued by a scheduled bank and in the proforma provided in 'Annexure-VI' of this tender document.
- 4.4 The Performance Bank Guarantee (PBG) shall be valid for at least 8 Years & 6 Months from the date of Advance Purchase Order. The PBG shall be renewed from time-to-time till all the liabilities of the supply of goods and services are resolved by the contractor, or till 6 months beyond the expiry of SLA period whichever is later.
- 4.5 In case, any amount of Liquidated Damages (L/D) is recovered from PBG, the Contractor shall replenish the PBG to original value within 30 days of recovery.
- 4.6 The purchaser will discharge the performance security bond, deducting the pending dues, liquidated damages, if any, after completion of the contractor's performance obligations including warranty and SLA obligations under the contract.
- 4.7 No interest shall be paid on the security deposit amount.

5.0 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 in the premises of the contractor or its partner OEMs, all reasonable facilities and assistance like Testing instruments, hardware and other test gadgets and relevant software & software test scripts 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 contractor shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the purchaser's premises will also be tested during and after installation before "take over" and if any equipment or any part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfil the requirements of the contract, the inspector shall give the Contractor notice setting forth details of such defects or failure and the Contractor shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the Contractor free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of the equipment as the case may be, which is defective or fails to fulfil the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the Contractor.
- 5.5 When the validation followed by 120 days field trial has been successfully carried out, lab will be declared as commissioned and the Inspector/Consignee will issue a Taking Over Certificate. The Inspector / consignee shall not delay the issue of any "Taking Over Certificate" contemplated by this clause on account of minor defects in the physical installation which do not materially affect the commercial use thereof provided that the contractor shall undertake to make good the same in a time period not exceeding three months. The Taking Over Certificate shall be issued by the purchaser within three weeks of commissioning of GP Lab, after all other requirements of taking-over, as described in clause 7 of Section –IV are complied with by the contractor.
- 5.6 Nothing in clause 5 shall, in any way release the Contractor from any Warranty or other obligations under this contract.

6.0 PACKING, FORWARDING AND DISPATCH DOCUMENTS:

- 6.1 The contractor shall ensure that the goods are securely and adequately packed and marked to ensure safe arrival at the destination withstanding all hazards,

such as rough handling severe climatic conditions, natural calamities etc. during transit.

- 6.2 The contractor shall be fully responsible for the safe arrival of the goods at destination and till the time they are received by the consignee, in good working condition.
- 6.3 Intimation of dispatch of goods should be sent to the consignee well within time. Such intimation should also be sent to the paying authority and to the purchaser.
- 6.4 The goods shall be supplied in original packing from the manufacturer clearly indicating item's Serial No, date, etc.

7.0 DELIVERY:

- 7.1 Delivery of the goods along with original printed copies of instruction/ operation manual(s) in English, test reports for hardware and software, software licences and documents shall be made by the Contractor in accordance with the Schedule of Requirements (SOR) and the Special Conditions of the contract. The delivery of the equipment shall be to the Consignee as given in the purchase order. OEM Quality Check Certificate would be required.
- 7.2 Complete set of documents for the whole project, both in printed as well as soft copy, shall be provided. This shall include test reports for hardware and software, software licenses and documents, physical and wiring layout, network diagrams, technical specifications and instructions/operation manual of the instruments/devices used in the project.
- 7.3 The delivery of the goods and documents should be implemented strictly as per the delivery schedule specified in clause 3.2 of Section-IV. All the goods are to be delivered at the location specified in the Purchase Order.
- 7.4 In case the purchaser exercises the right of pre-supply testing as per clause 5.1 of this section, contractor has to ensure that the goods are offered for pre-supply testing sufficiently in advance so as to meet the scheduled delivery requirement. Purchaser shall not be responsible in any manner for deviation from the prescribed delivery schedule.
- 7.6 If the contractor fails to complete the supply, installation, validation and commissioning as per clause 7.3 above, the purchaser reserves the right to cancel the P.O. and encash the Performance Bank Guarantee.
- 7.7 The extension of delivery period against the purchase order, if any, may be granted subject to the condition that purchaser shall have the absolute right to revise the price(s) as per clause 10 of Section III and also to levy penalty for the delayed supplies.

8.0 WARRANTY:

- 8.1 The contractor shall warrant that the stores / equipment (including software and software tools) or any part thereof to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the technical specifications and drawings as per Section V. The contractor shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material,

design or workmanship such as corrosion of the equipment, inadequate quality of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) 24 months after the date of accreditation of Lab.

- 8.2 The warranty period of the hardware and software components shall be for two years after successful accreditation of the GP Lab. During the warranty period, the complete responsibility to keep the equipment working (including manpower and replacement of parts / components hardware and software and or both) shall rest with the contractor without any cost to the purchaser.
- 8.3 If it becomes necessary for the Contractor to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the Clause 5.3 of this Section shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of 24 months, whichever may be later. If any defect is not remedied by the contractor within two weeks, the Purchaser may proceed to get the defects remedied from other sources, at the contractor's risk and expenses, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects including extension of warranty for delay beyond 2 weeks. SLA conditions as per clause 11 of Section IV shall be applicable during warranty period also except that no payment shall be made for compliance of SLA conditions during warranty period.
- 8.4 Replacement of any hardware and software components under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

9.0 PAYMENT TERMS:

- 9.1 The first instalment of payment equal to 40% of the contract price for supply and commissioning shall be released on installation and power on of entire ordered goods by the consignee. Following documents shall be produced for claiming this payment:
 - a. Bills in duplicate duly pre-receipted.
 - b. Delivery Challan.
 - c. Excise gate pass and/or Custom Duty Paid Certificate or equivalent document as applicable.
 - d. Certificates of receipt of goods in physically good condition from the ultimate consignee.
 - e. Proof of payment of Octroi/Entry tax etc., if any.
 - f. Certificate of successful installation and power-on from GP section.
- 9.2 Second instalment equal to 30% payment shall be released after "VALIDATION" by technical committee nominated by the purchaser.
- 9.3 Third instalment equal to 20% payment shall be released on commissioning of GP LAB as per clause 7.0 of section IV.

- 9.4 Balance 10% of payment shall be released after issue of Accreditation certificate to GP Lab from NABL confirming GP Lab as ISO17025 compliant. This shall be ensured by contractor within 150 days from date of Commissioning of GP Lab. It must be noted that all payments mentioned above are for all the items in the price schedule excluding SLA cost.
- 9.5 Payments would be made in Indian Rupees. Any foreign Exchange & Customs clearance formalities if necessary will have to be arranged by the contractor himself.
- 9.6 All payments shall be made after deducting LD if any and statutory levies and taxes.
- 9.7 The cost of any replacement made by the purchaser shall be deducted from the amount payable to the contractor.

10.0 PRICES:

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

11.0 SUBCONTRACTS:

No subcontracts are permitted.

12.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE:

- 12.1 Delivery of the Goods and performance of the services shall be made by the Contractor in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the contractor and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting contractors.
- 12.2 Delay by the Contractor in the performance of its delivery and SLA obligations shall render the Contractor liable to any or all of the following sanctions, viz., imposition of liquidated damages, and forfeiture of its performance security and/or termination of the contract for default.
- 12.3 If at any time during the performance of the contract, the contractor encounters condition impacting timely delivery of the goods and performance of service, the Contractor shall promptly notify to the purchaser in writing the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the purchaser shall evaluate the situation and may

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

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

13.0 LIQUIDATED DAMAGES:

- 13.1. The date of delivery of the stores stipulated in the acceptance of tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period, without prior concurrence of the purchaser, and be accepted by the consignee, such deliveries will not deprive the purchaser of his right to recover liquidated damages under clause 13.2 below. The schedule of delivery, installation, validation and commissioning of the Lab is specified in clause 7.3 of this Section and clause 3.2 of Section IV of the tender document.
- 13.2. **Delay in Supply:** Should the contractor fail to deliver the stores or any consignment thereof within the period prescribed for delivery the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to 10 weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another 7 weeks of delay.
- 13.3. **Delay in installation/commissioning:** Further if there is a delay in installation or commission, LD charged shall be levied on the total value of the Purchase Order (excluding the value of SLA). The LD rate shall be 0.5% of total value per week for period of ten weeks and thereafter at the rate of 0.7% of the total value per week for each week of delay or part thereof for another 7 weeks of delay.
- 13.4. LD associated with obligations of the contractor during warranty and SLA period are described in clause 14 of Section IV.
- 13.5. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challenged by the contractor. LD if any will be recovered from the payment to be made to the contractor.
- 13.6. Any amount which becomes due and recoverable from the contractor on account of liquidated damages or account of any matter relating to this contract, shall also be recoverable from any sum that is due or any sum thereafter may become due to the contractor out of this contract or any other contract with the Government.
- 13.7. The PBG shall be encashed to the extent of LD amount, if the same is not paid within the time period specified in the notice for recovery of LD. Where the Bank Guarantees have been encashed partially, the contractor on such occasions shall restore the encashed guarantees to the full amount. Any failure to do so shall

amount to violation of the terms and conditions of the project. Without prejudice to its rights of any other remedy, purchaser may encash Bank Guarantee (PBG) in case of any breach in terms & conditions of the Contract by the contractor.

14.0 FORCE MAJEURE:

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

15.0 TERMINATION FOR DEFAULT:

- 15.1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole or in part
- a. If the contractor fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to Clause 15.
 - b. If the contractor fails/delays to perform any other obligation(s) under the Contract; and
 - c. If the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 15.2. In the event the purchaser terminates the contract in whole or in part pursuant to Clause 15.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the contractor

shall be liable to the purchaser for any excess cost for such similar goods. However, the contractor shall continue the performance of the contract, including SLA, to the extent not terminated.

16.0 TERMINATION FOR INSOLVENCY:

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

17.0 ARBITRATION:

- 17.1 In the event of any dispute or difference arising as to the execution of the contract or as to the respective rights or liabilities of the parties or the interpretation of any condition of agreement (except as to any matters the decision of which is specially provided for any by those or the special conditions) the same shall be referred to the sole arbitration of Sr. DDG, TEC, DoT, New Delhi or his nominee. If the post of Sr. DDG, TEC is vacant, a higher authority or his nominee will act as Sole Arbitrator. The award of the arbitrator shall be final and binding on the parties to the agreement.
- 17.2 The arbitrator may from time to time with the consent of the parties to the agreement enlarge the time for making the award.
- 17.3 Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be the discretion of the arbitrator.
- 17.4 The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act. 1996.
- 17.5 In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever another person shall be appointed to act as arbitrator by purchaser in accordance with terms of agreement and person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 17.6 The venue of arbitration shall be New Delhi, the place from which the acceptance note is issued or such other places, as the Sr. DDG, TEC at his discretion may determine. In this clause, the terms Sr. DDG, TEC includes any other officer who is for the time being discharging the duties of Sr. DDG, whether in addition to other functions or otherwise.

18.0 SET OFF:

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

- 18.2 The contractors, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to the purchaser.

19.0 COURT JURISDICTION:

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

20.0 PAYMENT METHOD:

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

21.0 PAYING AUTHORITY:

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

22.0 CONSIGNEE:

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

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

- 1.0** The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III. If there is any discrepancy in NIT published in newspapers and eligibility, terms & conditions stipulated in tender document, provision in the tender documents will prevail.

For interpretation of any condition of this tender document, the decision of Purchaser shall be final and binding on the Bidder.

2.0 OBJECTIVES AND PROJECT SCOPE

- 2.1** Telecommunication Engineering Centre (TEC) is in the process of setting up a state-of-art world class Green Passport Lab for Energy Efficiency Testing of Routers and Switches. This GP Lab (Phase I) is planned to be configured for Energy Efficiency Testing of Routers and Switches. It shall be installed as an independent entity in existing NGN Lab at 6th floor in TEC, New Delhi. This testing shall require the utilization of a Power Meter with standard specifications and measurement methodology approved by TEC in such a manner that will facilitate automated energy consumption testing of Routers and Switches. Provision has also been made for training, AMC and other professional services accordingly in the Project Estimate. The Lab will have standards based Test and Measurement (T&M) solutions that ensures that the Device Under Test (DUT) can be certified for energy efficiency.
- 2.2** The contractor shall provide necessary technical support, expert man power deployed for satisfactory installation, validation, commissioning, accreditation, operation and maintenance of GP Lab including proper documentation. The contractor shall obtain accreditation of the Lab as ISO 17025 compliant as per time schedule mentioned in clause 3.2 of this section. Main items of work included in this project are as follows:
- a. Supply of Test and Measuring Equipments and associated accessories as per schedule of requirement given in clause 3.0 of Section V.
 - b. Supply and installation of UPS including batteries.
 - c. Installation, integration, commissioning, trial, and any such activity as may be required to bring the equipments to functional status.
 - d. Supply and installation of software, scripts, test jigs, bench or any such support system, which will result in systematic testing of equipments and presentation of test results.
 - e. Supply and installation of an integrated system through which the test instruments and the Device Under Test (DUT) shall be connected so as to facilitate centralized configuration, testing and report generation.
 - f. Training on operation and maintenance of test equipments as well as on testing methodology and techniques relevant to the scope of the Lab.

- g. Obtaining accreditation of the Lab as ISO 17025 compliant
- h. Maintenance Support of the equipments procured for the GP Lab (Phase I) during warranty period of two years and SLA period of five years as per clause 11.0 and 12.0 of this section. The Maintenance support shall be provided at first level by deputing a trained professional to the GP Lab during working hours

3.0 IMPLEMENTATION STRATEGY

3.1 Site Details:

- a. **Site Preparation:** The GP Lab shall be a separate entity and will be installed in existing NGN Lab on 6th Floor, TEC building. The purchaser shall provide the necessary infrastructure such as space, AC power, and air-conditioning required for the project. Further extension of electrical earthing, inter-instrument and inter-rack cabling etc. shall also be arranged by the contractor.
- b. **GP Lab Layout:** The GP Lab shall consist of Power Meter test instrument with integrated T&M solutions, work-stations, PCs, DUT (Routers and switches), spares, documents, test and repair tools and kits and any other such equipment those are routinely required in a Lab. The contractor shall suggest suitable lab layout and after its acceptance by the purchaser, with modifications if required, shall install the equipments accordingly. If suggested by contractor and found necessary, glass partition or similar alteration shall be arranged by the purchaser. The complete interconnecting wiring for all the equipment (including for various types of DUTs) meeting the applicable standards to be supplied and carried out by the contractor so that the systems shall measure the required Energy Efficiency Measurement throughput with varying loads in already established NGN Lab on sixth floor of TEC premises at New Delhi. The traffic for the measurement system under installation shall be generated using the traffic generator (**Make: Spirent, Model: SPT-9000A**) already available at the NGN Lab in TEC New Delhi. Bidder is also allowed on request to have a preview and detailed evaluation of all such available technical facilities in the NGN Lab for smooth installation, validation, field trial and commissioning of GP Lab before actual bidding for this Lab as per terms and conditions laid in this NIT.

3.2 Project Schedule:

Various activities of installation, commissioning and training will need to be completed by the contractor as per schedule given below:

	Action by contractor	Time Schedule
1	Supply of Equipment	60 days from date of PO

2	Installation of equipment	75 days from date of PO
3	Validation	120 days from date of PO
4	Field trial	120 days from the date of validation completed.
5	Commissioning	240 days from date of PO
6	Upgrade in Integrated Power analyzer equipment	Within 30 days from release date of OEM
7	Accreditation of the GP lab for ISO 17025 from NABL	390 days from the date of PO
8	Stage-1 training	180 days from the date of P.O.
9	Stage-2 training	Before commissioning of the GP Lab
10	Replacement of man-power support	Within 14 days from the request made by the purchaser
11	Availability of man power	From the date of installation

Failure to comply with the above time schedule shall attract penalties and liquidated damages as stipulated in the tender document.

4.0 TURNKEY PROJECT:

The Contractor shall be responsible for the complete installation, testing, validation, commissioning and accreditation of the Lab. All equipments and software required for the purpose of completing the validation shall be arranged by the contractor at no extra cost to purchaser except DUT (i.e. router and switch) which will be provided by the purchaser.

4.1 Contractor's Responsibilities:

The responsibility of the Contractor shall be as follows:

- a. Supply, installation, integration, validation, field trial, commissioning, accreditation, operation & maintenance of the GP Lab (Phase I).
- b. Check the suitability of earthing available at site of installation for safety of equipment installed.
- c. Supply and installation of spare parts, and special tools, etc., whenever required.
- d. Providing set of complete documents, including physical and wiring layout, network diagrams of the project for the whole project.
- e. To conduct the required trainings as stipulated in clause 10 of this section.
- f. Maintenance support shall be provided by the contractor during the warranty period of two years and SLA of five years, beyond the warranty

period. The maintenance support shall be provided at first level by deputing required number of fully competent and responsible Professional(s) as per requirement by the purchaser. They should be having minimum qualification of diploma holders in relevant discipline, and properly trained for the system being set up at the GP lab, with no liability on the purchaser during the warranty period.

- g. During the SLA period, the contractor shall depute a trained professional for the entire duration of the SLA and charges for the same shall be quoted separately in the price schedule of the financial bid as mentioned in clause 8.3 of Section II. Depending on the requirement during SLA period, the purchaser may ask for providing additional professionals on payment basis at the rates quoted in the price schedule on pro-rata basis.

4.2 Role Of Purchaser:

Role of Purchaser shall be to provide the following:

- a. Necessary infrastructure including AC power, earthing, air-conditioned working space in the premises of purchaser.
- b. Space for installation of equipment in purchaser building.

5.0 INSTALLATION

Installation shall be started by the contractor soon after supply of the equipments at the site. The purchaser shall provide the site ready with light, air conditioning, AC supply. Installation shall involve following activities:

- i. Arrangement of equipment, tables/ desks/ furniture and racks according to layout of the Lab and fixing of racks, cable trays and other fixtures as may be required.
- ii. Laying of power, data, signal, or other such cables or connectivity and extension of AC supply and earthing from common distribution point in the Lab to the racks through contractor's power distribution panel, as may be required for setting up of Lab. All the wiring/cabling shall be labeled for ease of detection during installation and troubleshooting.
- iii. Connection of power/ earthing/ data/ signal cables/ connectors and any such activity as may be required in respect of individual equipments to bring these to functional status.
- iv. Installation of UPS and batteries including initial charging, as required, and terminating the input and output cables to the power point provided by purchaser using cable of suitable size and length with due labeling.
- v. Power on.
- vi. Fixing of other support equipments like laptops, desktops, printers etc.
- vii. Installation shall be carried out using high quality installation material and proper workmanship. Runways, cable trays and other fixtures, wherever required, shall be installed with proper cleanliness and labeling so as to give aesthetic look to the Lab.

6.0 INTEGRATION & VALIDATION

- 6.1 Integration shall involve setting up the equipment supplied under this project with the other equipments or subsystems (such as existing traffic generator of Spirent make and model number SPT-9000A available in NGN Lab or any similar traffic generator and the device under test such as routers and switches) in such a way so that the final test report is available in accordance with Standard Measurement methodology for GP LAB as per TEC test methodology guideline document defined for Routers and Switches vide **TEC/GL/TX/ GT-001/01 MAR 2015**.
- 6.2 The contractor shall be required to give a detailed test plan for the validation for the equipment supplied within thirty days of the placement of PO. The test plan shall be approved by the purchaser with modifications as deemed fit and the same shall be final. The test plan shall include the hardware (the entire technical requirement mentioned in the specification) and the software related tests.
- 6.3 The validation of GP Lab Phase-I shall be carried out by the contractor under supervision of a Technical committee nominated by the purchaser and shall be responsible for certifying successful completion of test schedules and test reports.
- 6.4 The test plan shall cover testing of one Router and one switch (provided by the purchaser) in accordance with GR and guidelines mentioned in this tender. The test plan shall cover integrated Power Meter with in-built necessary software to work in automated mode as per TEC approved specifications defined in GR of Power meter and the guidelines for router and switches measurement methodology to meet the scope and objective of this GP Lab.
- 6.5 The contractor shall ensure necessary arrangements to facilitate smooth testing of the offered equipment/DUTs.
- 6.6 Certificate of conformance from accredited lab shall be as per TEC GR of power meter and guideline document no TEC/GL/TX/ GT-001/01 MAR 2015 mentioned in this tender.
- 6.7 Delay in submission of test plan and validation of Green Passport Lab shall result in LD as per clause 13 of Section III. Non completion of validation shall not prevent the purchaser to use the lab for commercial purpose.

7.0 COMMISSIONING, TAKING OVER AND FIELD TRIAL

- 7.1 Commissioning of GP Lab will be declared on the basis of completion of following activities (a) to (g) given below:
 - a. Supply, installation, integration activities as mentioned in clause 5 and 6 of this section.
 - b. Validation as per the test schedule approved by the purchaser as per clause 6 of this section.

- c. GP Lab (Phase I) shall remain under field trial for a period of 120 days from the date of validation. During field trial contractor shall perform the testing of routers and switches provided by purchaser and shall generate test reports in accordance with GR and guidelines mentioned in this tender under the direction of purchaser. The contractor shall also pursue reputed vendors for testing in coordination with purchaser.
 - d. Verification of complete stock including any standard manuals, documents, spares, software's and its legal licences supplied in P.O.
 - e. Updating of the software /T&M solution software integrated in Power Analyser measuring equipment procured, if any, applicable at the time of commissioning date fixed by the Purchaser.
 - f. Availability and satisfactory performance of trained professionals, as required in clause 4.1 of this section, for satisfactory operation and maintenance of GP Lab project.
 - g. Imparting all required training as stipulated in clause 10 of this section.
- 7.2 On meeting the above requirements, TEC will declare the lab 'fit for commissioning' indicating the date of completion of latest of the above requirements as the date of commissioning. Thereafter, a 'Taking Over' certificate shall be issued by TEC which shall be used for processing of bill for release of the third installment of payment to the Contractor in accordance with clause 9 of section III.
- 7.3 Warranty will start from the date of accreditation of GP Lab from NABL.
- 7.4 Any shortcoming in features or capabilities of the instruments or software/ programs noticed during trial period that might not have been encountered during validation or before commissioning, shall be promptly rectified by the Contractor. Non rectification of such shortcoming shall be treated as non-availability of the equipment and LD charges as per clause 13 of section-III shall apply, till such shortcomings are rectified by the contractor.
- 7.5 Non-completion of validation resulting in delay in commissioning of the GP Lab beyond the prescribed time shall not prevent the purchaser to put the lab to commercial use. In such event, the Contractor shall provide maintenance support as applicable for warranty period, without any cost to the purchaser. This, however, shall not constitute start of warranty period as per relevant clauses.

8.0 ACCREDITATION OF THE GP LAB

The contractor will be required to obtain accreditation of the GP Lab in conformance with ISO 17025 standards (or latest version) from NABL within 150 days of commissioning of the Lab.

9.0 CALIBRATION AND UPDATES:

- 9.1 Calibration certificates for each Test Instrument, valid for at least next one year on the scheduled date of completion of supply shall be submitted in respect of all the measuring instruments given in schedule of requirement. Further calibration of instruments shall be carried out by the contractor under warranty/SLA obligations.
- 9.2 Software and firmware updates, and upgrades not involving version change, for the equipments released by concerned OEMs shall be provided by the Contractor within 15 days of release by the OEM, without any extra cost to the purchaser.
- 9.3 The Contractor shall provide original licenses/ software keys from its OEM for all software.
- 9.4 All original calibration certificates/ software licenses/ keys shall be handed over by the contractor to the consignee separately under receipt.

10.0 TRAINING:

- a. The contractor shall submit a 2-tier training program (stage-1 and stage - 2) before commissioning of the GP Lab and shall be responsible for completion of requisite training before commissioning of the GP Lab. The purchaser will finalise the training schedule.
- b. Stage-1 training shall be completed within 6 months from the date of PO for at least 5 persons at the GP Lab, TEC. The training will be provided by the contractor without any extra cost to the purchaser. The transport/boarding/lodging expenses of the trainees will be borne by the purchaser. All other costs, including that of trainer, training material, training tools/aids and generation/evaluation of test reports, will be borne by the contractor.
- c. Stage -2 training shall also be provided for 5 persons at the established lab/labs installed by the respective OEMs/ System Integrator. The training will be provided by the contractor without any extra cost to the purchaser. The transport/ boarding/ lodging expenses of the trainees will be borne by the purchaser. All other costs, including that of trainer, training material, training tools/aids and generation/evaluation of test reports, will be borne by the supplier.
- d. Training material, in the form of high quality printed documents and/or in the form of soft copy, shall be provided by the contractor to every trainee. One set of training material shall also be given to the consignee, and ADG (MM), TEC. The purchaser reserves the right to reject training material, if not found of proper quality. In such a case the contractor shall immediately replace rejected material with good quality material.
- e. The training shall include theoretical and hands on practical sessions on the following:
 - i. Installation and Configuration of the system (including hardware and software) and tools.
 - ii. Operation and Maintenance of the system (including hardware and software) and tools.
 - iii. Testing procedure and Application of the System for different DUTs, Applications Software/ Networking Software / Operating System.

- iv. Day to day maintenance and up-gradation of systems and tools.

11.0 WARRANTY AND SERVICE LEVEL AGREEMENT (SLA)

- 11.1 The supplied solution shall be under warranty for a period of two years from the date of accreditation of the GP Lab. The contractor shall provide efficient after-sales support for repair, required Professional(s), updates and upgrades of the supplied items in the form of SLA.
- 11.2 During warranty, the Contractor shall perform all the functions as enunciated under the SLA free of cost. All the penalty and LD clauses shall be applicable during the period of warranty also in case of failure on part of contractor
- 11.3 The SLA will come into force immediately after completion of warranty period and **shall be valid for five years**. No separate SLA agreement will be signed as the same will be part of the Purchase Order itself. The SLA can further be extended for another five years on mutually agreed terms.
- 11.4 The contractor shall quote for a year wise Service Level Agreement for 5 years. The cost shall be quoted separately for maintenance activities (such as routine maintenance, updates, upgradation etc.) and for providing at least one trained professional during SLA period. Depending on the requirement during SLA period, the purchaser may ask for providing additional professionals on payment basis at the rates quoted in the price schedule on pro-rata basis.
- 11.5 In case of call of professional from outside for any fault or activities, the cost of the same shall be borne by the contractor.
- 11.6 Calibration certificates for each Test Instrument, valid for at least next one year on the scheduled date of completion of supply shall be submitted in respect of all the measuring instruments given in schedule of requirement. Further calibration of instruments shall be carried out by the contractor under warranty/ SLA obligations.
- 11.7 The contractor shall, undertake to maintain the equipment for hardware, software, firmware and any other related items supplied by them and take full responsibility for their continuous working. The SLA shall include periodic testing, preventive and corrective maintenance including replacement of spares parts. The offered rate per annum shall be clearly specified. Contractor shall be responsible for complete technical/operation support during the warranty/SLA period.
- 11.8 Liquidated Damages (L/D) shall be recovered from Contract Performance Bank Guarantee (PBG), if the amount to be recovered cannot be adjusted against SLA amount due for the corresponding period. In such a case the Contractor shall replenish the PBG to original value within 30 days of recovery. The PBG shall be renewed from time-to-time till all the liabilities under the contract are resolved by the contractor, or till 6 months beyond the expiry of SLA period of supply, whichever is later.
- 11.9 Purchaser reserves the right to ask for the change of professionals deployed for SLA in case of unsatisfactory performance which must be complied within two weeks from the request made by the purchaser.

- 11.10 The contractor shall ensure submission of quarterly maintenance routine in respect of all the equipments/ instruments in the GP Lab to be carried out during SLA periods.
- 11.11 Pro-rata payment for SLA shall be made at the end of every quarter of SLA based on production of Bill/Invoice duly endorsed by the purchaser after adjustment of liquidated damages, if any.

12.0 REQUIREMENTS OF SLA:

12.1 During the period of SLA, the contractor shall inter alia:

- a. Diagnose and rectify the hardware and software faults.
- b. Repair and replace the faulty PCB/modules and any other equipment or part thereof.
- c. Shall submit the quarterly maintenance routine and calibration plan in respect of all the equipments in the GP Lab to be carried out during warranty and SLA period.
- d. Carry out the periodic preventive maintenance and calibration schedule on quarterly basis or as recommended by OEMs of the tools.
- e. Supply all software updates on continuing basis.
- f. Perform Software maintenance like software debugging, patch implementation, version control of software, document generation and repository of working versions.
- g. Install software upgrades and new software versions.
- h. Create various customized reports and DUT/EUT test results from T&M System as required and specified by purchaser from time to time.
- i. The contractor shall provide assistance in integrating Green Passport Lab with other labs in purchaser premises and to resolve any problems that may arise during integrating, testing of a EUT/DUT.
- j. The contractor shall be solely responsible for the maintenance, repair & upgradation of the software/hardware systems, equipments and parts thereof and purchaser shall not be liable to interact with any of the partners or collaborators of the contractor.
- k. The contractor shall provide assistance including documentary support required for accreditation of lab and its renewal as per the requirements of accreditation agency.
- l. The contractor shall provide to purchaser within one week, as part of contractor's monthly performance reports, a set of reports to verify contractor performance and compliance with the Service Levels in a form and structure as approved by the purchaser.
- m. No post-reporting adjustment shall be made to any Service Level performance data or supporting information without purchaser's approval.
- n. Provide at least one trained professional during SLA period. Depending on the requirement during SLA period, the purchaser may ask for

providing additional professionals on payment basis at the rates quoted in the price schedule on pro-rata basis.

- o. Maintaining confidentiality of all data generated during testing in TEC.

12.2 Availability Requirements

12.2.1 Following Hardware and Software defects shall be treated as non-availability:

- a. Fault in test instrument/ equipment resulting in total or partial non-functioning. Fault in any part of the Lab critical to operation of instrument/ equipment, like LAN, power supply, interconnecting cables etc., resulting in full or partial non-functioning of some or all of the functions of instrument/equipment shall be treated as fault in instrument/ equipment itself, and shall be regulated as per respective availability requirement.
- b. Degradation in performance of test instrument/ equipment like hanging, repeated crash/ restarts, delayed measurement, improper display or output.
- c. Expiry of calibration validity of instrument.

12.2.2 The following availability levels shall be maintained by the Contractor as part of SLA (also applicable during warranty period):

System availability	Metric (Uptime %) per month
Integrated Power Analyzer	99%
Workstations / Desktop/Laptop /printers	99%
UPS power	99%
Any Other items	95 %

12.2.3 The metric values of the availability given in the table above are inclusive of any planned outages due to the Contractor, and will be measured over a period of three months. The three-month period will be concurrent to quarters starting from 1st of January, April, July and October of the year. If the first period is starting from a date different from above mentioned dates, availability parameters shall be calculated on pro-rata basis for the period ending concurrent to quarters.

12.2.4 The desired system availability shall be ensured by the Contractor. Scheduled backup and other recovery functions must be clearly identified and planned by the Contractor.

12.3 Maintenance of history sheet and log books

12.3.1 The designated in-charge of the Green Passport Lab shall maintain a log book/ history sheet to record, events including alarm, faults (including restarts) and updates and upgrade activities, test in progress etc., which shall be verified by contractor.

12.3.2 History sheet proforma shall become part of this agreement. Purchaser reserves the right to make changes in the proforma proposed by the Contractor which shall be submitted at the time of installation.

12.3.3 The Contractor shall provide detailed maintenance procedures and proforma of the history sheet. The trained professional of the Green Passport Lab shall fill up the history sheet containing the statistics about the health of the Green Passport Lab equipments installed at the Lab and send a report to the Technical support and national Center of the Contractor on monthly basis. Based on the History sheet report, the Contractor shall analyze the health record of Green Passport Lab and if something alarming or unusual is noticed, shall advise the trained professional of Green Passport Lab to take necessary actions for preventive maintenance of such equipments. These instructions for preventive maintenance shall be passed on to Green Passport Lab staff in writing and by sending experts to the Green Passport Lab as special activity. However, the primary responsibility to keep the Lab equipments healthy shall remain with the Contractor.

12.3.4 Format for log book, history sheet, fault docket etc. shall be submitted by the contractor before start of validation, and shall be finalized by the purchaser.

12.4 Technical Support Responsibilities of Contractor

12.4.1 The Contractor shall ensure that the lab is manned by trained professionals and they are capable of attending to all types of necessary actions for fast restoration of faults.

12.4.2 The trained professionals shall be made available between 9am to 6 pm IST on all working days, and beyond office hours and on holidays, if the situation so demands in the opinion of the purchaser.

12.4.3 If the trained professional of the test lab is unable to rectify / attend the fault, he must be able to report the faults to the assigned nodal Person and the Contractor shall be responsible for rendering all the maintenance support services to the GP lab as per the terms and conditions of this Agreement.

12.4.4 The Contractor shall provide the name of nodal person with address/ email address & telephone /FAX no. who is to be contacted by purchaser for support in case of no response/poor response/ no show from the trained professional posted in the lab. This, however, shall not preclude purchaser from imposing the LD, if any, as applicable as per the terms & conditions of this agreement.

12.4.5 Any change in Address, Email address, Phone number, FAX Number etc shall have to be intimated in writing by the Contractor to the GP Lab in charge.

12.4.6 Remote electronic supervision/ maintenance/ repair of the GP Lab shall not be permitted.

12.4.7 Other responsibilities of the Contractor are as follows:

- i) Collect the faulty modules/cards/units/PCBs etc. from purchaser's Lab and repair/ replace them with good cards during the period of SLA.
- ii) Routine monitoring of UPS and batteries, and replacement of batteries including replacement of complete set of batteries, whenever required.
- iii) The Contractor shall either carry-out the repair on its own or through the facilities of third party or parent company. However, purchaser shall not interface with any such third party.
- iv) The first line maintenance shall be done by trained professional of Contractor including replacement of the faulty /affected Hardware/ Software module with

a readily available good Hardware/ software module, stocked at the site by the Contractor at his (Contractor's) cost or any other module arranged by the Contractor as the case may be.

- v) The responsibility of packing, dispatch and transportation of faulty Hardware/ Software modules/ cards/ units/ PCB etc. from and to site of purchaser.
- vi) The Contractor shall ensure repair or replacement of the faulty equipment/card, within 30 days (including transit time) of reporting of the faulty from purchaser to the trained professional of the Contractor. The 30 days' time shall be calculated from the date of reporting of fault to the trained professional of the Contractor's to the date of receiving back and successful installation in the equipment of the repaired / replacement of the same at purchaser premises.
- vii) The "Log Book" maintained at the GP lab shall be filled with utmost care, giving all the details of the faults and other information as prescribed and the entries made shall be authenticated by purchaser. The time of occurrence of fault as recorded in the log book shall only be taken into consideration for calculating the actual duration of faults. The log book shall be the property of the purchaser.
- viii) The Contractor shall also ensure visits of the expert and competent technical staff of the Contractor in case the fault is not rectified to the satisfaction of the purchaser even by the trained professional.

13.0 SLA CHARGES AND PAYMENTS:

13.1 The bidder shall quote cost of Service Level Agreement as detailed in Price Schedule. This shall include:

- A. Cost of Services for SLA which will also include cost of upgradation as per standards and GR for power meter revised from time to time by TEC/DoT and cost of upgradation of any other tools for the entire duration of Contract.
- B. Cost of supply of trained professional for operation, configuration of the tools and generation of reports in the GP Lab for the entire duration of Contract.

13.2 The charges for SLA will be as given in the purchase order.

13.3 Purchaser shall not pay any charges in advance. Bills for SLA shall be paid by purchaser at the end of each quarter of the SLA, after successful execution of SLA normally within 30 (thirty) days of the receipt of the bill duly completed and endorsed by the GP Lab in charge.

13.4 Payments shall be made after deducting LD, if any, and statutory levies and taxes.

13.5 Purchaser reserves the right to adjust any over-payment of SLA charges, any time during the period of SLA.

13.6 If fault occurs at the end of a quarter or SLA period of one year, and the rectification spills over to the next quarter or later SLA period, the SLA

performance and LD charges, if any, shall be counted/ applied in the next SLA period.

- 13.7 The faults/complaints reported before completion of last year of SLA and remaining unattended /unrectified will have to be rectified without any payment after completion of SLA contract of 5 Years. The LD for carried over faults at the end of SLA shall be taken in to account while paying the charges of last year of SLA and if required shall be deducted from PBG.

14.0 LIQUIDATED DAMAGES DURING WARRANTY AND SLA:

- 14.1 The % availability of all the equipments of the Lab shall be worked out on quarterly basis. Where the achieved uptime drops below the minimum prescribed % availability, LD @ 100 for each hour of non-availability shall be charged. Non-availability shall be worked out in steps of one hour; fractions of an hour shall be rounded off to nearest full hour. For this purpose of LD, additional hours of non-availability over and above permitted hours of non-availability shall be counted.
- 14.2 The Contractor must ensure the availability of the trained professionals on daily basis, irrespective of the schedule of maintenance activity in TEC Lab, during SLA as well as during the warranty period. Non availability of man power will result in LD of 500/- per day per person.
- 14.3 For delay in replacement of the trained professional or provision of additional manpower beyond 14 days from the request made by the purchaser for change of maintenance personnel due to unsatisfactory performance/additional manpower requirement, LD charges shall be ₹2000/- per working day.
- 14.4 For delay in providing updates as stated in clause 9.0 of this section, LD @ ₹1000/- for each day of non-availability shall be charged.
- 14.5 Days for this purpose of clause in the clauses above shall be counted as number of calendar days between date of load test/ fault detection / release of updates by OEM (excluded) and date of repair/ update provision (included), as the case may be.
- 14.6 Quantum of liquidated damages assessed and levied by the purchaser shall be final and binding on the Contractor.
- 14.7 Any amount which becomes due and recoverable from the Contractor on account of liquidated damages relating to this contract, after adjustment from SLA payment, shall also be recoverable from any sum that is due or any sum thereafter may become due to the Contractor out of this contract or any other valid contract with the TEC.
- 14.8 The PBG shall be encashed to the extent of LD amount, if the same is not adjusted in the due SLA payment of the corresponding year. Where the Bank Guarantee has been encashed partially, the Contractor on such occasions shall restore the encashed guarantee to the full amount.
- 14.9 Any failure to do so shall amount to violation of the terms and conditions of the contract. Without prejudice to its rights of any other remedy, purchaser may encash PBG in case of any breach in terms & conditions of the Contract by the Contractor.

15.0 PAYMENT TERMS:

Payment for SLA shall be made at the end of each quarter of SLA on pro-rata basis based on production of Bill/Invoice duly endorsed by the purchaser after adjustment of liquidated damages, if any.

SECTION - V

SCHEDULE OF REQUIREMENT& TECHNICAL SPECIFICATIONS

1.0 TECHNICAL REQUIREMENTS

1.1 Scope of the Turnkey Project

The successful bidder, thereafter called Contractor, shall be responsible for supply, installation, training, validation, commissioning, operation & maintenance and accreditation of the Lab. All software required for the purpose of completing the Lab shall be arranged by the contractor at no extra cost to purchaser. The contractor shall provide a detailed project plan for the supply, installation, training, commissioning, operation & maintenance and accreditation of the GP lab. Details of the scope of the work have been provided in clause 2.0 of Section IV.

1.2 Complete System

The intention of this section is basically to specify the main features required for the system. The bidder is required to provide complete details of additional facilities/optional facilities available in the offered solution even though they may not be covered by these specifications. The list of hardware and software indicated in the Tender Document is indicative only. Any additional component required to complete the project as per scope and objectives shall have to be supplied free of cost.

The final test report shall be an integrated test result in accordance with Standard Measurement methodology for GP LAB as per TEC test methodology guideline document defined for Routers and Switches vide TEC/GL/TX/ GT-001/01 MAR 2015 compiled directly from Integrated Power Analyzer with help of in-built T&M solution in automated manner and it shall be capable of generating an integrated Energy Efficiency Measurement test report target wise.

It shall maintain the repositories of the test result, so that if a product arrives again in the lab after version change or any hardware or software upgradation it shall be able to provide the comparative analysis.

1.3 Test Methodology for Energy Conservation Measurement

For illustrative purpose schematic diagram and test methodology with test setup for Energy Efficiency Testing of IP related equipments is briefly described below in accordance with as per TEC test methodology guideline document defined for Routers and Switches vide **TEC/GL/TX/ GT-001/01.MAR.2015**.

Test Methodology For Energy Consumption Measurement

em	Green Test Solution
evice	Device Under Test - Router
bjective	Measure the energy consumption of Router via Spirent Greenput™ test methodology
etwork im	
steps	<p>Step1. Configure the physical topology as shown in the Test network diagram and connect all ports of DUT with Traffic Generator</p> <p>Step2. DUT Pre-provision</p> <ol style="list-style-type: none"> Configure respective protocols and configuration on Router for ex. Routing Protocols, ACL, QoS, etc. <p>Step3. STC Pre-provision</p> <ol style="list-style-type: none"> Traffic profile should have the following: Upto T1 worth IMIX traffic, upto 50 users per LAN, upto 500 ACL entries, QoS upto 4 classes, WAN Optimization : 5 <p>Step4. Execute the Spirent Greenput™ iTest test case for Routers.</p> <p>Test steps are as follows:</p> <ol style="list-style-type: none"> RFC 2544 testing: Throughput of DUT measured (T_d), or Tput (Percentage of physical bandwidth) using Traffic Generator Running 100% throughput (T_d) traffic for 15 minutes, power sampled at one-second intervals and average power calculated (P_{u3}) Running 10% throughput (T_d) traffic for 15 minutes, power sampled at one-second intervals and average power calculated (P_{u2}) Without traffic, power sampled at one-second intervals within 15 minutes and average power calculated (P_{u1}) P_w is calculated using the formula $P_w = a \cdot P_{u1} + b \cdot P_{u2} + c \cdot P_{u3}$ where a, b, c are 0.1, 0.8, 0.1 respectively for Routers TEER is calculated using the formula $TEER = T_d / P_w$, where T_d is the throughput of the DUT measured and P_w is the weighted power calculated in

2.0 TECHNICAL SPECIFICATIONS

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

2.1 Integrated Power Meter with T&M Equipment Solution

Standard specifications of the Integrated Power Meter with built in T&M solution are defined in a GR release approved by TEC vide : **TEC/GR/TX/PM-001/01/March 2015** (Code: TEC/GR/PI/PBM-001/01/MAR-15) which may be purchased from TEC New Delhi/ from Regional TECs at Mumbai/ Bangalore/ Kolkata or can be purchased online from TEC website portal at <http://www.tec.gov.in/online-sale-of-documents-2/>

Standard Measurement methodology for GP LAB would be carried out as per approval of TEC test methodology guideline document defined for Routers and Switches vide **TEC/GL/TX/GT-001/01/MAR.15** which is available free of cost on TEC website portal www.tec.gov.in/planning-guideline/.

Power Meter should have a valid TEC type approved certificate against above mentioned GR or the bidder have registered themselves for such Type Approval by filing 'Form B' of TEC Type Approval against the same GR. at the time when applying on the till the last date of tender.

There shall be a T&M Equipment Solution for purpose of automatic testing of Hardware and Software in respect of standardized Power Meter, henceforth called as **Integrated Power Analyzer**, in auto mode through which configuration, monitoring and management of Routers and Switches will be subjected for direct Energy Efficiency testing as DUTs. The system shall support initiation/ running of various tests & measurements, receipt of test results, data from this integrated test instrument and should result into report generation and other management functions required to be carried out. The complete management of the lab shall through this UMP using software developed and provided by the contractor in appropriate language integrated with Power Meter. The T&M Equipment Solution shall also act as repository of the history sheet and software status of all the T&M instrument including their updates and calibration details.

2.2 Training

The contractor shall impart stage-1 and stage-2 training as specified in section IV of the tender document.

2.3 Tools and accessories

Racks, cables, other essential accessories and other associated electrical installation materials as per requirement of installation and commissioning shall be provided by contractor. Marking of all the racks, cables and cable trays shall be done by the contractor at the time of installation.

2.4 Laptops

The laptops shall have the following specifications:

- i. Operating System: Windows 10 Professional 64bit or higher
- ii. Other Software: MS office 2010 or higher version, up to date antivirus
- iii. Processor: Intel® Core™ i7 or higher with speed 1.7 GHz or higher and 4MB or higher cache.

- iv. RAM: 8 GB DDR3 or higher
- v. Hard Disk: 1 TB or higher with 5400 RPM or higher
- vi. Optical Drive: Super Multi DVD burner or better
- vii. Graphic Card: Intel HD Graphics 4000 or higher version
- viii. Keyboard & Mouse: Spill-resistant keyboard and drain; backlit keyboard
- ix. Display: 16" or higher with 1920X1080 resolution (dpi) and FHD anti-glare LED-backlit touch screen panel
- x. Networking : Ethernet 10/100/100, WiFi 802.11 b/g/ac/n
- xi. Connectivity : Usb 3.0 ports – 2 or more, Bluetooth 4.0, HDMI, digital media reader, microphone.
- xii. Battery : Li-Ion , Power Supply 230v + 10% - 15%
- xiii. Security : Fingerprint + user id to logon and fingerprint secured screen saver.

2.5 Desktops

The desktops shall have the following specifications:

- i. Operating system: Windows 10 Professional 64 bit or higher
- ii. Other Software: MS office 2010 or higher version, up to date antivirus
- iii. Processor: Intel® Core™ i7, 3.4 GHz with 8 MB cache or higher
- iv. Motherboard: Intel H61 or better
- v. RAM: 8GB DDR3 1600 MHz or higher
- vi. Hard Disk: 1 TB HDD with 7200 RPM or higher version
- vii. Graphic Card: NVIDIA GeForce GT 620 with 1 GB DDR3 GPU memory or higher version
- viii. Monitor : 24" or higher with LED display
- ix. USB Key Board and USB optical mouse
- x. Connectivity: DVI & 6 nos of USB 2.0 ports
- xi. Audio: High definition with 5.1 channels
- xii. Security : Fingerprint + user id to logon and fingerprint secured screen saver.
- xiii. Power supply 230v + 10% - 15%

2.6 Dongles shall have the following specifications:

Wi-Fi Transmitter Dongle: To be used when testing with other 802.11(ac,b,g,e,I,n) or higher standards.

2.7 Printer:

Printer shall be Colour LaserJet 'plug & play' and shall have the following specifications:

- i. Standard functions: Copy, Print, Scan

- ii. Duty Cycle: 80,000 images / month or higher
- iii. Print speed: 35 ppm or higher
- iv. First-page-out time, printing: As fast as 9 seconds B&W / 10 seconds colour or faster
- v. Connectivity: 10/100 Base TX Ethernet, USB 2.0 or higher, Wireless (IEEE802.11b/g/n or higher)
- vi. Document handler: Duplex Automatic Document Feeder: 60 sheets or higher
- vii. Duplex printing and scanning
- viii. Print memory: 1 GB or higher
- ix. Productivity features: Auto tray select, Auto tray switching, Book copying, Collation, Color scanning, Consumable life reporting, Covers, Custom-size pages, Driver saved settings, Email alerts, Fit-to-page, Job interrupt, Job queue, Output tray selection, RIP-while-print multitasking, Sample set, Saved Print, Supply life indicator, Transparency separators, Watermarks
- x. Print resolution :600x600 dpi or better
- xi. First page out time, copying :13 seconds black and white / 16 seconds color or faster
- xii. Copy resolution: 600x600 dpi or better
- xiii. Copy features :2-up output, Auto exposure, Auto fit, AutoFit, Cloning, Collation, Color balance, Color saturation, Lighter/Darker, Reduce/Enlarge, Sharpness
- xiv. Media sizes supported: A4, A5, A6, B5, 16k, 10x15 cm, post cards (JIS single and double); envelopes (DL, C5, B5)
- xv. Media types: Paper (bond, brochure, colored, glossy, letterhead, photo, plain, preprinted, pre-punched, recycled, rough), postcards, transparencies, labels, envelopes
- xvi. Scan file formats: JPEG, PDF, TIFF
- xvii. Scan destinations: Scan to USB memory device, Scan to computer via SMB, Scan to email with LDAP support, Scan to server via FTP, WSD scanning
- xiv. Power Supply 230v + 10% - 15%

2.8 Table for workstations:

It shall have the following specifications:

- i. Modular design to enable various configurations
- ii. Horizontal wire carrier for neat under table spaces
- iii. Laminate top
- iv. Two-tone modesty with profiled legs for enhanced aesthetics
- v. 2 numbers of single seater rectangle modules of

- a. Width 675 mm,
- b. Depth 600mm and
- c. Height 750 mm.

2.9 UPS (Uninterrupted power supply):

The UPS for equipment at the GP Lab to be supplied by the contractor shall have the following specifications:

A. 2 KVA online:

- 1. Capacity: 2KVA online
- 2. Output frequency: 50Hz
- 3. Output waveform pure sine
- 4. Input voltage: 230V
- 5. Auto restart while AC is recovering
- 6. Boost and buck AVR for voltage stabilization
- 7. Total harmonic distortion: 3% or lower
- 8. Efficiency: At least 90%
- 9. Back up time: At least 30 minutes.
- 10. Overload in rated load: 20%
- 11. Voltage regulation from no load to full load: 1%

B. 1KVA online:

- 1. Capacity: 1KVA online
- 2. Output frequency: 50Hz
- 3. Output waveform pure sine
- 4. Input voltage: 230V
- 5. Auto restart while AC is recovering
- 6. Boost and buck AVR for voltage stabilization
- 7. Total harmonic distortion: 3% or lower
- 8. Efficiency: At least 90%
- 9. Back up time: At least 30 minutes.
- 10. Overload in rated load: 20%
- 11. Voltage regulation from no load to full load: 1%

3.0 SCHEDULE OF REQUIREMENT

The schedule of requirement for supply of items for this tender is summarized below:

Sl. No.	Item Description	Quantity	Specifications
1	Integrated Power Analyzer	1	Clause 2.1 of Section V
2	Racks, cables, tools, essential accessories and other associated electrical installation materials	As per requirement of installation and commissioning	
5	Laptops	2	Clause 2.4 of Section V
6	Desktops	2	Clause 2.5 of Section V
7	Dongle for WiFi	2	Clause 2.6 of Section V
8	Printer	1	Clause 2.7 of Section V
9	Tables for workstations	2	Clause 2.8 of Section V
10	UPS 2KVA	1	Clause 2.9 (A) of Section V
11	UPS 1KVA	2	Clause 2.9 (B) of Section V
12	Documentation	2 set	

ANNEXURE - I

PRE-BID/PRE-CONTRACT INTEGRITY PACT

(ON STAMP PAPER OF Rs. 100/-)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on between, on one hand, the President of India acting through ADG (MM) Telecom Engineering Centre, Khurshid Lal Bhawan, Janpath, New Delhi-01 (Designation of the officer, Ministry/ Department, Government of India) (hereinafter called the 'Purchaser'), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and

..... represented by on behalf of Chief Executive Officer (Hereinafter called the 'Bidder/Contractor', which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Purchaser proposes to Setting up of Green Passport Lab Phase-I and the Bidder/Contractor is willing to offer has offered the stores 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 Purchaser 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 Purchaser to obtain the desired said stores/equipment at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling 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 Purchaser will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Purchaser

- 1.1 The Purchaser undertakes that no official of the Purchaser, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour 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 Purchaser 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 Purchaser will report to the appropriate Government office any attempted or completed breaches of the above commitments 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 Purchaser, with full and verifiable facts and the same is prima facie found to be correct by the Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Purchaser 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 Purchaser the proceedings under the contract would not be stalled.

Commitments of Bidder

3. The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits itself to the following:
 - 3.1 The Bidder will not offer, directly or through intermediaries, any bribe, Gift, Consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser, connected directly or indirectly with 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser or otherwise in procuring the Contract or 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 forbearing to show favour or disfavour 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 payments to be made by them to agents/brokers on any other intermediary, in connection with this bid/contract.
- 3.5 The Bidders further confirms and declares to the Purchaser that the Bidder is the original manufacturer/ integrator/ authorized Govt. sponsored export entity of the defence 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 Purchaser, or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder; nor has 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 payments he has made, is committed to or intends to make to officials of the Purchaser or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of 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 others, any information provided by the Purchaser as part of the business 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 actions mentioned above.
- 3.12 If the Bidder or any employee of Bidder or any person acting on behalf of Bidder, either directly or indirectly, is a relative of any of the officers of the Purchaser, or alternatively, if any relative of an officer of the Purchaser has financial interest/stake in the Bidders 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 Companies Act 1956.

4. Previous Transgression

- 4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' 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 process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money/Security Deposit

- 5.1 While submitting commercial bid, the Bidder shall deposit an amount ₹ 4.5 lacs (to be specified in NIT) as Earnest Money Deposit with the Purchaser through any of the following instruments:
- Bank Draft/Pay Order/PBG from any scheduled bank in favour of AO (Cash), Telecom Engineering Centre, New Delhi – 110 001, amounting ₹ 4.5 lacs.
 - A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Purchaser, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever.

The demand for payment by the Purchaser shall be treated as conclusive proof for payment.

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

5.2. The Earnest Money Deposit shall be valid up to 285 days.

5.3 In the case of successful Bidder a clause would also be incorporated in the article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Purchaser 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 Purchaser to the Bidder on Earnest Money Deposit for the period of its currency.

6. Sanctions for Violation

6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) shall entitle the Purchaser to take all or any one of the following action, wherever required: -

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) shall stand forfeited either fully or partially, as decided by the Purchaser and the Purchaser 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 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 Purchaser, along with interest.
- v. 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 Purchaser resulting from such cancellation/rescission and the Purchaser shall be entitled to deduct the amount so payable from the money due to the Bidder.
- vi. To debar the Bidder from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Purchaser.
- vii. To recover all sums paid in violation of this pact by the Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Purchaser with the Bidder, the same shall not be opened.
- ix. Forfeiture of Performance Bond in case of a decision by the Purchaser to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Purchaser will be entitled to take or any of the actions mentioned at Clause 6.1 (i) to (ix) of the 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 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the Purchaser to the effect that a 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 the Pact.

7. Fall Clause

- 7.1 The Bidder undertakes that he has not supplied/is not supplying the similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that the similar product/ systems or sub-system was supplied by the Bidder to any Ministry/ Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Purchaser, if the contract has already been concluded.

8. Independent External Monitor(s)

- 8.1 The Purchaser appoints independent Monitors (herein after referred to as Monitors), for this Pact in consultation with Central Vigilance Commission.
- 8.2 The task of the Monitors shall to be review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Purchaser.
- 8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Purchaser 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 Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the Designated Authority of Purchaser/ Secretary in the department/ within 8 to 10 weeks from the date of reference or intimation to him by the Purchaser /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 provisions of this Pact or payment of commission, the Purchaser 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

10.1 This Pact is subject to Indian Law. The place of performance and Jurisdiction is the seat of the Purchaser.

11. Other Legal Actions

11.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant 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 its signing and extend up to 8 Years or till the complete execution of the contract to the satisfaction of the Purchaser and the Contractor, including warranty period whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after 6 months from the date of award of the contract to successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder 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 aton

Purchaser

Bidder

Name of the Officer

Name of signatory

Designation

Designation

Department/Ministry/PSU

Firm

Witness

Witness

1.

1.

2.....

2.....

*Provisions of these clauses would need to be amended/deleted in line with the policy of the Purchaser in regard to involvement of Indian agents of foreign contractors.

ANNEXURE - II INDEMNITY BOND

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

1.(Name & address of the bidder)..... indemnify Telecom Engineering Centre, Department of Telecommunications Khurshid Lal Bhawan, Janpath, New Delhi – 110 001 (hereinafter called TEC) against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof, supplied against the tender, in Indian Telecom Network & TEC Laboratory.
2.(Name & address of the bidder)..... indemnify the TEC in respect of any damages, claims, loss or legal action against TEC for acts of commission,(use of hardware and software licenses during and after commissioning) or omission on part of the contractor, its agents or servants.

Signature.....

Name.....

Address.....

.....

Place:

Date:

Witnesses:

1.

2.

ANNEXURE - III

PROFILE OF BIDDER

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

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

ANNEXURE - IV EMD BG FORM

Whereas _____ (hereinafter called the *Bidder*) has submitted its bid dated _____ for the Setting up of Green Passport Lab Phase-I against Tender Enquiry No. 2-16/2017-MM/TEC dated 21.02.2017, know all men by these presents that we _____ of _____ having our _____ at _____ registered _____ office _____

_____ (hereinafter called the *Bank*) are bound unto the Sr. DDG, TEC (hereinafter called the *Purchaser*), for the sum of ₹ 4.5 lacs/- for which payment will and truly be made to the Purchaser, the Bank binds itself, its successors, and assigns by these presents.

The conditions of the obligation are

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

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

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

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

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

Witnesses: -

1.

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

2.

ANNEXURE - V

NO NEAR-RELATIVE DECLARATION/CERTIFICATE

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

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

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

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

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

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

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

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

Full Name:

Date:

Address:

Place:

Seal:

ANNEXURE - VI

PERFORMANCE SECURITY BOND FORM

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

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

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

3. We undertake to pay to the TEC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ contractor(s) shall have no claim against us for making such payment.
4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during for a period of 8 Years & 6 Months from the date of Advance Purchase Order (Date.....). And that it shall continue to be enforceable till all the dues of the TEC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (TEC) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S) and accordingly discharge this guarantee.
5. We (Name of the bank) ----- further agree with the TEC that the TEC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement

or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TEC Against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the TEC or any indulgence by the TEC to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ contractor(s).
7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the TEC in writing.

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

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

Witnesses: (Name & Signature)

1.

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

2.

**ANNEXURE - VII
BID FORM**

**2-16/2017-MM/TEC
Dated: 21.02.2017**

To
Sr. DDG TEC
New Delhi

Dear Sir,

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

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

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

We agree to abide by this Bid for a period of 240 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated thisday of2017

(.....)

Signature of.....

in capacity of.....

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

Witness.....

Tele No.(s):-

Signature.....

FAX No.(s):-

Address.....

E-Mail Address:-

ANNEXURE –VIII

TECHNICAL PROFORMA

Sl. No.	Item Description	Make	Model	Collaborators if any	Remarks, if any
1	Integrated Power Meter with T&M Equipment Solution				
2	Racks, cables, tools, essential accessories and other associated electrical installation materials				
5	Laptops				
6	Desktops				
7	Dongle for WiFi				
8	Printer				
9	Tables for workstations				
10	UPS				

ANNEXURE –IX

NO BLACKLISTING DECLARATION/ CERTIFICATE

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

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

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

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

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

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

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

Full Name:

Date:

Address:

Place:

Seal:

ANNEXURE –X

COMPLIANCE AND DEVIATION STATEMENT

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

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

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

Signature of.....

in capacity of.....

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

Tele No.(s):

FAX No.(s):

E-Mail Address: