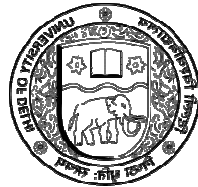


**No. Gen/2017/
SCHOOL OF OPEN LEARNING
(CAMPUS OF OPEN LEARNING)
UNIVERSITY OF DELHI
DELHI-110007**



TENDER DOCUMENT

e-Tender for “Supply of Cartridges” in School of Open Learning (North), 5 Cavalry Lane, University of Delhi, Delhi - 110 007.

Date of start for download bid Document	31/08/2017 at 15.00
Bid submission start date	31/08/2017 at 15.00
Bid submission end date	14/09/2017 at 15.00
Date & Time for opening of Bid	15/09/2017 at 15.00

CONTENTS OF TENDER DOCUMENT

S.No.	Description of Contents	Annexure
1	e-Tender Notice	Section -I
2	Description of Cartridges	Section- II
3	General Terms and Conditions	Section -III
4	Commercial Conditions	Section -IV
5	Check List	Section- V
6	Technical Bid	Appendix-A-1
7	Financial Bid	Appendix - A-2
8.	Certificate of Annual Turnover	Appendix -A-3
9	Undertaking regarding Blacklisting	Appendix -A-4
10	Tender Acceptance Letter	Appendix- A-5
11	Bank Guarantee Form For Performance Security	Appendix-A-6
12	Instruction for Online Bid Submission	Appendix-A-7

SECTION-I

**SCHOOL OF OPEN LEARNING
UNIVERSITY OF DELHI
General Section**

Room No: 206, 2nd Floor, Old Administrative
Block, SOL, University of Delhi, Delhi-110007
Tel- 011-27008349/50
Email: generalsection1234@gmail.com

e- TENDER NOTICE

Executive Director (ED), School of Open Learning, University of Delhi invites e-tenders in Two Bids system (Technical and Financial) for **Supply of cartridges** for its office buildings at 5 Cavalry Lane, Delhi on the terms and conditions enumerated in detail in the Tender Document. The Tender document can be downloaded from the website <http://eprocure.gov.in/e-procure/ CPP Portal>.

Item	Details / Date
EMD	Rs. 1,20,000/-
Bid Document Download Starts Date	31/08/2017 15.00
Bid Submission Start Date	31/08/2017 15.00
Bid Submission End Date	14/09/2017 15.00
Bid Opening Date	15/09/2017 15.00

Notes:

- i. All details regarding the subject tender are available on our websites www.du.ac.in , www.sol.du.ac.in and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit our websites regularly to keep themselves updated.
- ii. **Manual bids shall not be accepted.**
- iii. For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.
- iv. EMD should be in the form of account payee Demand Draft/ Banker's cheque in favour of Executive Director, SOL, University of Delhi, & should reach the Asstt. Registrar General, **Room No: 206, 2nd Floor, SOL, University of Delhi, Delhi-110007**, on or before the last date and time of bid submission, failing which offer will be liable for rejection. Bidders, however have to upload scanned copy of EMD along with other documents. The bidders registered with MSME are exempt from submission of EMD.
- v. Clarifications/ queries, if any, can be addressed to the A.R. General on telephone no. 011-27008349/50/81

Sd/-

ASSISTANT REGISTRAR (General)

**SCHOOL OF OPEN LEARNING
UNIVERSITY OF DELHI**

Section-II

Description of Cartridges

S.No.	Name / No. of Cartridges	Annually Cartridges Consumption (Qty)
1	HP Cartridge Inkjet-678 (Black)	18
2	HP Cartridge Inkjet-678 (colour)	18
3	Cartridge HP (88-A)	250
4	Cartridge Canon- 328	50
5	Cartridge HP (42-A)	4
6	Cartridge HP Color - (125-A)	4
7	Cartridge HP (255-A)/55-A	30
8	Cartridge HP (12-A)	160
9	Cartridge HP 201 A CF 400A (Black)/401/402/403 (Colour)	2 set
10	Cartridge (CF 81-A)	12
11	Cartridge HP 410, 411, 412, 413,	5
12	Cartridge HP 540A,541A, 542A, 543A	02 set
13	Cartridge HP 30-A	02

SECTION III

GENERAL TERMS AND CONDITIONS

A. GENERAL

2.1 General Terms of Bidding

- a) The bid should be submitted in the format exactly as per Appendix A-1 and Appendix A-2. The amount should be indicated in words and figures clearly in Appendix A-2.
- b) Bidders shall bear all costs associated with the preparation and submission of bid. SOL shall not in any case be responsible or liable for these costs.

2.2 Eligible Tenderers

- a) The bidder should be the manufacture/Authorized supplier of HP cartridges to be supplied.
- b) The bidder should have minimum three years experience of sale of Cartridges (used in computer) in Government Departments / PSUs and Autonomous Bodies. The Bidder should upload relevant papers in this regard along with award / Supply order during last three years i.e. 2014-15, 2015-16, 2016-17.
- c) A copy of GST Registration - Self Attested.
- d) A copy of PAN CARD- Self Attested.
- e) The bidder should have annual turnover of Rs. 20 Lac during last three years i.e. 2014-2015, 2015-2016 & 2016-2017.
- f) Declaration that the bidder has not been black listed by Government Department / PSUs / Autonomous Bodies.

2.3 Verification and disqualification

- a) SOL reserves the right to verify all statements, information and documents submitted by the bidder.
- b) SOL reserves the right to reject any bid and appropriate EMD if, at any time, a material misrepresentation is made or uncovered.

2.4 Clarification

A prospective bidder requiring any clarification on the Tender Document may notify the SOL in writing to mailing address indicated below. Such requests for clarifications should be sent not later than ten days prior to original or extended deadline for submission of the bids. Explanation of the query but without identifying the source of the inquiry will be uploaded on to CPP Portal <http://eprocure.gov.in/eprocure/app> for the benefit of all the prospective bidders five days prior to original or extended deadline for submission of Bids.

Mailing Address:

<p style="text-align: center;">Attention: Assistant Registrar (General) Room No. 206, School of Open Learning 5-Cavalry Lane, University of Delhi, Delhi-110007</p>
--

2.5 Amendment of Tender Document

At any time prior to the deadline for submission of bids, the SOL may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment. The amendment will be uploaded on CPP Portal <http://eprocure.gov.in/eprocure/app> for the benefit of all the prospective bidders.

B. PREPARATION AND SUBMISSION OF BIDS

2.6 Format and signing of Bids

- a) The bidders shall provide all the information sought under this Tender Document. SOL will evaluate only those bids that are received on-line in the required formats and complete in all respects; and EMD received in hard copy.
- b) The tender should be digitally signed on each page by the authorized signatory of the bidder.

2.7 Documents Comprising Technical and Financial Bid

The bidder shall submit the Technical and Financial Bid online through CPP Portal <http://eprocure.gov.in/eprocure/app> comprising of the following documents as appropriate.

(a) **TECHNICAL BID-Appendix A-1 digitally signed**

- i. Appendix: A-1
- ii. Scanned copy of manufacturer/ Authorized supplier of HP cartridge
- iii. Scanned copy of EMD.
- iv. Scanned copy of award / Supply order during last three years i.e. 2014-15, 2015-16, 2016-17 of Government Departments / PSUs and Autonomous Bodies.
- v. Scanned copy of PAN CARD.
- vi. Scanned copy of Annual turnover of Rs. 20 Lac for the last three years viz 2014-2015, 2015-2016 and 2016-2017 duly certified by Chartered Accountant.
- vii. Scanned copies of declaration of non-blacklisting.
- viii. Scanned copy of GST Registration Certificate.
- ix. Scanned copy of Tender Acceptance letters.

(b) **FINANCIAL BID**

Financial bid format is provided with Appendix-A2 along with this tender document at <https://eprocure.gov.in>. The financial bids are to be uploaded in the BOQ in the CPP Portal. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

- i. The rates shall be quoted in Indian Rupee only.
- ii. The rates will be exclusive of GST and any revision in the GST will be the responsibility of the Bidder.
- iii. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- iv. The bidder shall upload Appendix-A-2digitally signed

2.8 Bid Due Date

The technical and financial bid shall be submitted on CPP Portal <http://eprocure.gov.in/eprocure/app on or before 1500> hrs. IST
14 /09/2017,i.e. the Bid Due Date

2.9 Online opening of bids

- a) Opening of bids will be done through on-line process.
- b) SOL shall on-line open Technical Bids on 15/09/2017 at 3:00 p.m. IST,
- c) The SOL will subsequently examine and evaluate the Bids in accordance with the provisions of this document.

2.10 Rejection of Bids

- a) Notwithstanding anything contained in this document, the SOL reserves the right to reject any bid and to annul the Bidding Process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that the SOL rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.
- b) The SOL reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.11 Validity of Bids

The bid shall be valid for a period of not less than 90 (Ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective bidders and the SOL.

2.12 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the SOL in relation to, or matters arising out of, or concerning the bidding process.

2.13 Correspondence with the bidder

SOL shall not entertain any correspondence with any bidder in relation to acceptance or rejection of any bid.

C. EARNEST MONEY DEPOSIT

2.14 Earnest Money Deposit (EMD)

- a) The bidders shall submit an EMD of Rs. 1,20,000 (one lakh twenty thousand) in the form of account payee demand draft /Banker's cheque from any nationalized bank or scheduled commercial bank, in favour of Executive Director, School of Open Learning, University of Delhi valid for 30 days beyond final bid validity period.
- b) The tender with no EMD shall be summarily rejected.
- c) In case of unsuccessful bidder, the EMD will be refunded without interest.

2.15 Right to vary quantities

- (i) SOL reserves the right to increase or decrease the quantity of the cartridges by 50% as detailed in the section –II on the approved rates and same terms and conditions
- (ii) In exceptional situations where the requirement is of an urgent nature and it is necessary to ensure continued supplies from the existing vendors SOL reserves the right to place repeat order upto 100% of the quantities on same terms and conditions.

D. EVALUATION OF BIDS

2.16 Tests of responsiveness

- a) Prior to evaluation of Technical Bids, SOL shall determine whether each Technical Bid is responsive to the requirements of this document. A Technical Bid shall be considered responsive only if :
 - i. Bid is received online as per the format at Appendix A-1.
 - ii. It is accompanied by EMD.
 - iii. It is not non-responsive in terms of this document.

2.17 Opening and evaluation of Financial Bids

- a) SOL shall online open the Financial Bids only of Technically Qualified Bidders on the due date and time in portal.
- b) SOL reserves the right to reject any BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the SOL in respect of such bid.

2.18 Determination of rates

SOL has the right to reject any rate it considers un-workable. The lowest financially determined rates for each category of cartridge will become the approved rates

2.19 Placement of Order

The SOL shall offer the approved rates to the Technically Qualified Bidders for each category of cartridges for acceptance of the rates. Rates quoted in the tender shall be valid for one year from the date of placement of order.

The bidder shall within 7 days of issue of placement of acceptance of order give his acceptance along with Performance security.

SECTION-IV

COMMERCIAL CONDITIONS

2.20 Application

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

2.21 Performance Security

- i) Successful bidder shall furnish performance security to the SOL for an amount equal to 10% of the value of order within 7 days of placement of acceptance order in the form of bank guarantee drawn in favour of Executive Director, SOL, Delhi, payable at Delhi valid for a period of 14 months (Appendix-A-6)
- ii) The proceeds of performance security shall be payable to Sol as compensation for any loss resulting from supplier's failure to complete its obligations.
- iii) The performance security shall be discharged by SOL after completion of supplier's performance obligations including any warranty obligations after completion of 14 months from the date of order.

2.22 Delivery

The delivery of cartridges except at Serial No. 3, 4, 7 and 8 at Section –II should be made within 10 days from the date of issue of work order. The delivery of cartridges at Serial No. 3, 4, 7 and 8 will be taken in two installments or as and when the bidder will be directed to supply.

2.23 Warranty

- i) The cartridges supplied shall be new and free from all defects and faults in material used and manufacture. The supplier shall be responsible for any defect arising from faulty material and shall remedy such defects at his own cost when called upon to do so by SOL in writing.
- ii) Replacement under warranty clause shall be made by the supplier free of all charges at site including freight etc.

2.24 Payment

Payment will be made after receipt of cartridges in good condition by consignee. The following documents are to be submitted

- (i) Invoice
- (ii) Delivery challan in original.

2.25 Liquidated damages

Should the supplies are not completed within the stipulated period, the Supplier shall be liable to pay to SOL a sum equivalent to 0.5 % of the value of the delayed supply for each week of delay for a period upto 10 weeks subject to a maximum of 5 % of the value of delayed supply.

2.26 Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, 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 be 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 SOL 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 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.

2.27 Termination for Default

- (a) The SOL may, without prejudice to any other remedy for breach of contract, may send to the supplier a notice of its intention to terminate the Contract in whole or in part, if
- i. The supplier fails to deliver any or all the items within the time period(s) specified in the Work Order or any extension thereof granted by the SOL.
 - ii. The supplier fails to perform any other obligation(s) under the Contract and
 - iii. The supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as SOL may authorize in writing) after receipt of the default notice from the SOL.

- iv In the event the supplier fails to remedy the defaults within the specified period of 15 day, SOL may terminate the Contract in whole or in part SOL may procure, upon such terms and in such manner as it deems appropriate, items similar to those undelivered and the supplier shall be liable to the SOL for twenty percent of the estimated cost of material not supplied as Damages.

b. Termination for Insolvency

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

c. Set Off

Any sum of money due and payable to the supplier (including Performance Security refundable to the supplier) under this Contract may be appropriated by the SOL and set off the same against any claim of the SOL for payment of sum of money arising out to this Contract or under any other contract made by the supplier with SOL.

d. Arbitration

In the event of any dispute or differences between the firm and this office, whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to:

- i. The construction of the terms and condition of the Contract,
- ii. The respective rights and liabilities of the parties under the Contract, and
- iii. Any matter or thing out of or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the Executive Director, SOL, University of Delhi, Delhi may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.

2.28 Legal Jurisdiction

It is also the condition of this Contract that the court which has jurisdiction over Delhi shall have absolute jurisdiction for adjudicating any difference or disputes arising out of this Contract to the exclusion of all other courts.

SECTION-V

CHECK LIST OF DOCUMENTS TO BE SUBMITTED

S.No.	Description	Documents to be uploaded (Scanned copy)
1	Name of firm	
2	Business address of firm	
3	Tel No. / Mobile No.	
4	Manufacturer/ Authorized supplier of HP cartridge	Scanned copy of OEM/ authorized supplier
4	Earnest Money Deposit (EMD)	Scanned copy of EMD
5	PAN card	Scanned copy of PAN Card
6	GST Registration certificate	Scanned copy
7	Annual turnover of Rs. 20 Lac for the last three years duly certified by statutory Chartered Accountant.	Scanned copy of Certificate from statutory Chartered Accountant (Appendix-A-3)
8	Copies of orders of supply of cartridges to Govt. Departments / PSUs / Autonomous Bodies for last 3 years	Scanned copies
9	Declaration regarding non-blacklisting of firm	Scanned copy Undertaking in Appendix –A-4
10	Tender Acceptance Letter	Scanned copy of certificate as given in Appendix A-5

APPENDIX: A-1

Letter for Technical Bid

(On letter head of the bidder)

Dated:

To

Executive Director,
School of Open Learning
5, Cavalry Lane,
University of Delhi,
Delhi-110007

Sub: Technical Bid for supply of cartridges to School of Open Learning.

Dear Sir,

With reference to your Tender Document dated, we, having examined the document and understood its contents, hereby submit our Technical Bid for qualification for the aforesaid work. The bid is unconditional and unqualified.

1. We acknowledge that the SCHOOL OF OPEN LEARNING (SOL) will be relying on the information provided in this letter and the documents accompanying it. We certify that all information provided in the letter and in Annexes I and II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the letter are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a bidder for supply of cartridges to SOL.
3. We shall make available to the SOL any additional information it may find necessary.
4. We acknowledge the right of the SOL to reject our Technical Bid, without assigning any reason.
5. We declare that we have not been directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice for this work.
6. We understand that SOL may cancel the bidding process at any time and that SOL is neither bound to accept any Technical Bid, without incurring any liability to the bidders. We agree and undertake to abide by all the terms and conditions of the Tender Document, including the Conditions of Contract.

In witness thereof, we submit this Technical Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the bidder

APPENDIX: A-1

Details of Applicant

1. (a) Name:
(b) Address:
2. Details of individual(s) who will serve as the point of contact/ communication with the SOL:
 - (a) Name:
 - (b) Designation:
 - (c) Telephone Number:
 - (d) Mobile Number:
 - (e) E-Mail Address:
3. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number (office) ----- Mobile: -----
 - (e) E-Mail Address:

APPENDIX: A-2

(On letter head of the bidder)

Letter comprising the Financial Bid

Dated:

To,
The Executive Director,
5, Cavalry Lane,
University of Delhi,
Delhi-110007

Sub: Financial Bid for supply of cartridges to School of Open Learning.

Dear Sir,

With reference to your Tender Document dated ----- we, having examined the document and understood its contents, hereby submit our Financial Bid for the aforesaid item. The bid is unconditional and unqualified.

1. I/ We acknowledge that the School of Open Learning (SOL) will be relying on the information provided in the Financial Bid and the documents accompanying it, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. The bid price/rate has been quoted by us after taking into consideration all the terms and conditions stated in the Tender Document and our own estimates of costs.
3. We acknowledge the right of the SOL to reject our Bid without assigning any reason.
4. In the event of we being offered to accept the rates determined by SOL as the approved rates payable for cartridges.
5. We shall keep this offer valid for 90 (Ninety) days from the Date of opening of Financial Bid.
6. I/ We hereby submit our Bid and offer the rates for different types of cartridges.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Name & seal of Bidder/Lead Member: -----

Class III DSC ID of Authorized Signatory: -----

Date:

Place

FIANANCIAL BID

(Sub : Financial bid for purchase of cartridges)

S.No.	Description of Cartridges	Qty.	Price (per unit)	GST	Amt.
1	HP Cartridge Inkjet-678 (Black)	18			
2	HP Cartridge Inkjet-678 (colour)	18			
3	Cartridge HP (88-A)	250			
4	Cartridge Canon- 328	50			
5	Cartridge HP (42-A)	4			
6	Cartridge HP Color - (125-A)	4			
7	Cartridge HP (255-A)/55-A	30			
8	Cartridge HP (12-A)	160			
9	Cartridge HP 201 A CF 400A (Black)/401/ 402/403 (Colour)	2 set			
10	Cartridge (CF 81-A)	12			
11	Cartridge HP 410, 411, 412, 413,	5			
12	Cartridge HP 540A,541A, 542A, 543A	02 set			
13	Cartridge HP 30-A	12			
Total Value					

(Total Value in words _____)

Signature of the tenderer with official seal

Certificate from the Statutory Auditor (Annual Turnover)

Based on the Books of Accounts Records and other published information authenticated by it, this is to certify that the Annual turnover of the M/s. _____ for the last three years was as follows.

Year	Amount (Rs.)
2014-15	
2015-16	
2016-17	

Name of Statutory Auditor/Firm _____

Seal of the Audit firm : (Signature, name and designation of the authorized signatory)

APPENDIX: A-4

The Executive Director
School of Open Learning
5, Cavalry Line
University of Delhi
Delhi – 110007

Sub: Under taking regarding Blacklisting/ Non-Debarment

Sir,

We hereby confirm and declare that we. M/s
is not blacklisted/ Debarred by any govt. Deptt./ Public Sector Undertaking/ Private
Sector or any other agency for which we have executed/ undertaken the works during
the last 3 years.

For

Authorized Signatory with seal

APPENDIX: A-5

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To
The Executive Director,
School of Open Learning,
5 Cavalry Line
University of Delhi,
Delhi-110007

Sub: Acceptance of Terms & Conditions of Tender.

Name of Tender: - "**Supply of Cartridges**" in the School of Open Learning, University of Delhi, Delhi-110007.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' for the web site(s) namely:
"Supply of Cartridges "in the School of Open Learning, University of Delhi, Delhi-110007" as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. __ __ to __ __ (including all documents like annexure(s), schedule(s), etc.,) and [we shall abide hereby by the terms / conditions /clauses contained therein.
3. 3. The corrigendum(s) issued from time to time by your organization too have all been taken into consideration, while submitting this acceptance letter.
4. 1We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in it's totally / entirely.
5. In case any provisions of this tender are found violated, then SOL organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit also.

Yours faithfully,

Signature of the Tenderer with Official Seal

APPENDIX: A-6

Form of Bank Guarantee for Performance Security

In consideration of the Executive Director, School of Open Learning, University of Delhi (hereinafter called "The purchaser") having offered to supply the cartridge

_____ (hereinafter called "the Supplier ") submits an irrevocable Bank Guarantee for Rs. (Rupees..... only) as Performance Security for the security of the paper supplied by the purchaser.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the SOL an amount not exceeding Rs.(Rupees..... Only) on demand by the purchaser.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the SOL stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Supplier. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said Bank further undertake to pay the purchaser any money so demanded notwithstanding any dispute or disputes raised by the Supplier 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 Bank Guarantee shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the purchaser have been fully paid and its claims satisfied or discharged.

5. We, (indicate the name of the Bank) further agree with the Purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the said Supplier 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 Supplier or for any forbearance, act of omission on the part of the purchaser or any indulgence by the purchaser to the said Supplier 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 Supplier.

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the purchaser.

8. This guarantee shall be valid up tounless extended on demand by the purchaser. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees)
and unless claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....
(Indicate the name of the Bank).

APPENDIX: A-7

INSTRUCTIONS OF ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at [http://eprocure.gov. in/e procure/app](http://eprocure.gov.in/e-procure/app)

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificate with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smartcard, should be registered .
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'any tenders' folder.
11. From my tender folder, he selects the tender to view all the details indicated.

12. It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
14. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
19. The details of the 00/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after

filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking " Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
26. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening.
27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exist option in the browser.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to -cphp-nic@nic.in.