



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4547171  
Dated/दिनांक : 29-01-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-02-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-02-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	160 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Revenue
Organisation Name/संगठन का नाम	Central Board Of Excise And Customs (cbec)
Office Name/कार्यालय का नाम	Directorate Of Logistics
Total Quantity/कुल मात्रा	6715
Item Category/मद केटेगरी	Laptop (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3200 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	6340 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance/विगत प्रदर्शन</b>	10 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	25400000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	54

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लभार्थी :**

Principal Commissioner  
Directorate Of Logistics, Department of Revenue, Central Board of Excise and Customs (CBEC), Ministry of Finance  
(Principal Commissioner)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating

to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

9. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## Laptop ( 6715 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Sanju	110003,4th Floor, A Wing, Lok Nayak Bhawan, Khan Market	514	75
2	Suresh Kumar Singh	380015,Chief Commissioner of CGST Zone, 7th Floor, CGST Bhawan, Revenue Marg, Opp. Poly, Ahmedabad-380015	321	75
3	S R Chandar	560001,Pr. Chief Commissioner of Central Goods & Service Tax Zone, C.R. Building, Queen, S Road, Bangaluru-560001	384	75
4	Himanu Vig	751007,Chief Commissioner of Goods and Service Tax Zone, Bhubaneshwar, C.R. building Rajaswwa Vihar, Bhubneswar, Odisha- 751007	169	75
5	Selwyn Joe Sudharsan	600034,The Pr. Chief Commissioner of GST and Central Excise, Chennai, North Commissionerate, GST Bhawan, 26/1 Mahatma Gandhi Road, Nungambkkm, Chennai-600034	584	75
6	T R Ragini Devi	682018,Chief Commissioner of Central Goods & Service Tax Zone, Thiruvananthapuram, C.R. Building. I.S. Press Road Ernaklam, Cochin-682018	156	75
7	Partha Sarathi Choudhury	781001,Chief Commissioner of Central Goods & Service Tax Zone, Guwahati, 5th Floor, GST Bhawan, Kedar Road Guwahati-781001	167	75
8	Giridhar Rao Pawar	500004,Chief Commissioner of Central goods & Service Tax Zone, Hyderabad, GST Bhawan, Lal Bahadur Stadium Road, Basheerabagh, Hyderabad-500004	307	75
9	Mukesh Dang	302005,Chief Commissioner of Central Goods & Service Tax Zone, New Central Revenue Building Statue Circle, C-Scheme, Jaipur, Rajasthan-302005	179	75
10	Janmayjay Kumar Singh	700107,Principal Chief Commissioner CGST Kolkata Zone GST Bhawan 2nd Floor 180 Shantipalli, R.B. Connector, Kolkata- 700107	417	75

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
11	Gaurav Patel	226001,Chief Commissioner of Central Goods & Service Tax Zone, 7-A, Ashok Marg, Lucknow-226001	137	75
12	Sumit Sharma	400020,Pr. Chief Commissioner of Central Goods & Service Tax Zone,GST Bhawan, 115 Maharshi Karva Road, Opp. Churchgate Station, Mumbai-400020.	768	75
13	Anil Kumar	134112,Chief Commissioner of Central Goods & Service Tax Zone, GST, Bhawan, 1st Floor, Plot No.5, Sector-25, Panchkula-134112	172	75
14	Vinay Bhalchandra Khapre	411001,Chief Commissioner of Central Goods & Service Tax, GST Bhawan, 3rd Floor, F-Wing, 41 A, Sasoon Road, Opp Wadia College, Pune-411001	283	75
15	Arvind Kumar Yadav	600001,O/O THE COMMISSIONER OF CUSTOMS, CHENNAI - III COMMISSIONERATE, CUSTOM HOUSE, NO-60, RAJAJI SALAI, CHENNAI, TAMIL NADU - 600 001	42	75
16	Pranjul Goel	250004,Chieh Commissioner of Customs & Central Goods & Service Tax Zone, Opp. C.C.S. University, Mangal Pandey Nagar, Meerut-250004	165	75
17	Tarun Pahuja	380009,The Chief Commissioner of Customs Ahmedabad Zone, 2nd Floor, Customs House Ashram marg Navrangpura, Ahmedabad-380009	25	75
18	Dev Kumar Rajwani	110002,Commissioner of Central Goods & Services Tax Zone, Delhi, C.R. Building, I.P. Estate, New Delhi-110002	366	75
19	Syed Shabbeer Ahmed	400001,Directorate General of Valuation, New Custom House, 7th Floor, Ballard Estate, Mumbai-400001	5	75
20	Gourab Nath Roy	700052,Commissioner of Customs NSCB International Airport Kolkata	20	75

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
21	H G Ramachandra	560001,O/o The Principal Chief Commissioner of Central Tax, Bangalore Zone, C.R. Building, Queen's Road, Bangalore-560001	8	75
22	Mukesh Kumar Anjane	462011,O/o The Chief Commissioner, CGST & Central Excise, Bhopal Zone, 35-C, GST Bhawan Administrative Area, Hislls, Jail Road, Bhopal 462011	294	75
23	Aruna Rani	160017,O/o Chief Commissioner of GST & CX (Chandigarh Zone), C.R. Building, 1st Floor, Plon No.-19, Sector-17-C Chandigarh 160017	173	75
24	Jitesh Kumar Jain	400009,O/o The Commissioner of Customs (General), Air Cargo Complex, Sahar Andheri (E), Mumbai- 400009	28	75
25	Rajendra Madhukarrao Pande	440001,O/o The Chief Commissioner of CGST & Central Excise, GST Bhavan, Telangkhedi Road, Civil Lines, Nagpur- 440001	195	75
26	Somesh Kumar	800001,O/o The Chief Commissioner CGST & CX 1st Floor, Central Revenue Building, Income Tax, Golambar, Bir Chand Patel Path, Patna- 800001	192	75
27	Saurabh Kumar	800001,O/o The Chief Commissioner CGST & CX 1st Floor, Central Revenue Building, Income Tax, Golambar, Bir Chand Patel Path, Patna- 800001	8	75
28	Vinay Mahto	390007,O/o THE CHIEF COMMISSIONER CENTRAL GST AND CENTRAL EXCISE, VADODARA ZONE, 2ND FLOOR, GST BHAWAN, RACE COURSE CIRCLE, VADODARA-390007	302	75
29	K L T Sundari	530035,O/o The Chief Commissioner of Central Tax & Customs, GST Bhavan, Port Area, Visakhapatnam- 530035	194	75

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
30	Sudhakar Acharya	400001,O/o The Chief Commissioner of Customs Mumbai Zone -I 2nd Floor, New Custom House, Ballard Estate Mumbai-- 400001	25	75
31	Prasanna Virupakshappa Pattanashetti	400707,Chief Commissioner of Customs, Mumbai Customs Zone II, Jawahar Lal Nehru Customs House, Post SHEVA, Tal. Uran, Dist. Raigad, Maharashtra-400707	25	75
32	Shama Sundar Sadasivan	515241,NACIN Palasamudram Gorantla Mandal Andhrapradesh	81	75
33	Rehana Begum Syed Jamal	620007,Commissioner of Customs AIU Trichy International Airport Trichy	9	75

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Document attached with the bid

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.



7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**NOTE: The contents of this document including instructions to the bidders, technical specifications, terms and conditions etc. will prevail over any technical specifications / terms and conditions / clauses mentioned elsewhere in the GEM bid document. The contents of this document will be the criteria for evaluation of the bids submitted by the bidders**

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**Bid Summary :**

Bid Title	Supply, Testing and Commissioning of Laptops as per technical specifications including warranty.
Tender Type	<i>Open Tender – Domestic</i>
Bid opening time	<i>21 days starting from the date on which bid has been floated on GeM portal</i>
Form of Contract	<i>Item Rate</i>
Tender Category	<i>Goods</i>
No. of Covers	<i>Two Covers</i>
Bidding System	<i>Single Stage</i>
Reverse Auction to be held after financial bid opening	Yes
The Procuring Organisation:	Central Board of Indirect Taxes and Customs, Ministry of Finance, Government of India
The Procuring Entity:	The Principal Commissioner, Directorate of Logistics, Indirect Taxes and Customs, 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511
Authority on whose behalf Tender is invited	The President of India, Through The Principal Commissioner, Directorate of Logistics, CBIC
Appointing Authority for Arbitration	Secretary, Deptt. of Revenue
Evaluation Basis	Total value wise evaluation
Part quotation allowed or not	Not Allowed
Pre-bid Conference	No
Inspection Type	Inspection at the time of delivery
Inspection Agency	Consignee
Item Details:	Laptops
Qty (Units)	6715
Consignee/ State:	As per locations given in GeM
Is this item reserved for exclusive Procurement from MSEs	No
Nature of Bidders eligible	OEM/OEM authorised suppliers
Minimum local content for eligibility to participate	20%

Classes of Local Suppliers eligible to participate (Make in India Policy)	Only Class-I and Class-II local Suppliers eligible (Domestic Tender)	
Classification of Local Suppliers based on Minimum local content	<i>Class-I Local Suppliers: 50%</i> <i>Class -II Local Supplier: more than 20% but less than 50%</i>	
The margin of purchase preference	20%	
Is the requirement divisible for preference	yes	
Would the contract be split among more than one bidder	No	
Alternate Bids	not allowed	
Physical documents required / permitted to be submitted at the time of bidding	<i>Documents related to Bid Security Only.</i> <i>No other document is required / permitted to be submitted at the time of bidding.</i>	
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents	<i>Within 5 working days form the closing date of the bid as per GeM portal</i>	
Address of Physical Submission of Originals	Directorate of Logistics, Indirect Taxes and Customs, 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511.	
Bid Security/ Earnest money deposit (EMD)	The bidder must furnish Bid Security as Format 1.1 in their bid for an amount of Rs.2.54 crores (Rupees two crore fifty four lakh only) as per format given therein. Where Bid Security is exempted, <b>Bid Securing Declaration</b> is required to uploaded by the bidder as per Form 6.	
	Form of Security and To whom to be addressed:	<i>Bank Guarantee;</i> <i>The President of India</i> <i>Acting through Principal Commissioner, Directorate of Logistics, Indirect Taxes and Customs, 4th Floor, Lok Nayak Bhawan Khan Market, New Delhi 110 511</i>
Performance Security	<i>Applicable @ 5% of Contract value</i>	
	Form of Security and	<i>Bank Guarantee;</i> <i>The President of India</i>

	To whom to be addressed:	<i>Acting through Principal Commissioner, Directorate of Logistics, Indirect Taxes and Customs, 4th Floor, Lok Nayak Bhawan Khan Market, New Delhi 110 511</i>
Integrity Pact	To be Signed and uploaded along with bid	
Independent External Monitor, Name and Contact Details	Ms. Rashmi Verma, D-87, Ground Floor, Pansheel Enclave, New Delhi – 110017 Email: vermarashmi@rediffmail.com	
Price Variation Clause	<i>Variation not allowed; only firm price allowed; prices to remain firm and fixed during the currency of the contract and not subject to variation on any account</i>	
Delivery time:	<b>Maximum 75 days</b> starting from placement of Order on GeM Portal.	

## **SECTION I: Instructions/ Terms and conditions:**

### **1. Eligibility Criteria for Participation in this Tender**

Bidder should meet the following eligibility criteria as on the date of his bid submission and should continue to meet these till the period of project. The Bidder, must:

- (a) be a natural person, private entity, or public entity (State-owned enterprise or institution).
- (b) be a manufacturer of the product offered or be supplier authorised by the OEM.

1) must:

- (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
- (b) (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)

- i. Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
- ii. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
  - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
  - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
  - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- iii. Not have changed its name or created a new business entity as covered by the definition of “Allied Firm”, consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
- iv. Not have an association (as a bidder/ partner/ director/ employee in any capacity)

- of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
  - of the near relations of executives of Procuring Entity involved in this Tender Process
- (c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.
- 2) must fulfil any other additional eligibility condition (s), if any, as may be prescribed, elsewhere in this Tender Document.
  - 3) must provide such evidence of their continued eligibility to the Procuring Entity if so requested.
  - 4) Must be Class-I or Class II Local Suppliers (as defined in Make-in-India policy) shall be eligible.
  - 5) The Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).
  - 6) MII Purchase preference: Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020, as amended. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non-Local suppliers as

per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

- 7) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY.

## **2.1 Rights of Procuring Entity**

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

- (a) reject any or all of the Bids, or
- (c) cancel the tender process; or
- (d) abandon the procurement of the Goods; or
- (e) issue another tender for identical or similar Goods

## **2.2 Right to Intellectual Property and confidentiality:**

- 1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- 2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.



- 3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- 4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
  - (a) now or hereafter is or enters the public domain through no fault of Bidder;
  - (b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
  - (c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

### **2.3 Right to Reject any or all Bids**

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

## **3. Disclaimers**

### **3.1 Regarding Purpose of the Tender Document**

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

### **3.2 Regarding Documents/ guidelines**

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

### **3.3 Regarding Information Provided**

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document

or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

### **3.4 Regarding Tender Document:**

- 1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

### **4. Conflict of Interest:**

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original

Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
  - 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
  - 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
  - 7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.
- 5.** The Bid security or BSD (Bid security Declaration), as applicable is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.
- (1) Automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. Bid security or BSD, as applicable shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
    - (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
    - (f) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:

- i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
  - ii) fails or refuses to sign the contract.
- (2) The bid-Security/ BSD of the bidders shall be returned/ stand expired only when the successful Bidder has furnished the required Performance Security and signed the Agreement.

#### **6. Local content and violations:**

- 1) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.
- 2) The 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate (as detailed in Form 3) from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
- 3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.
- 4) Bids with false declarations regarding Local contents shall be rejected as nonresponsive, in addition to punitive actions.

**7. MSEs** interested in availing such benefits must upload the Udyam Registration Certificate with the Udyam Registration Number as proof of their being MSE registered on the Udyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.

#### **8. Start-up Enterprises:**

- 1) As defined by DPIIT, as amended, an entity shall be considered as a 'Start-up' as under:
  - (a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and

- (b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
  - (c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
  - 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

## **9. Currency, Bid Prices, Taxes and Duties**

### **9.1 Currencies of Bid and Payment:**

- i. The currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees.
- ii. All payments shall be made in Indian Rupees only.
- iii. Payment shall be done consignee wise on receipt of complete lot of laptops/ goods to be delivered to the concerned consignee. CRAC (Consignee receipt and acceptance certificate) generated by the concerned consignee on GeM shall be the premise to initiate payment process for making payment to the contractor.
- iv. Advance/ mobilization Payment not allowed: No advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity to the successful bidder/ contractor
- v. The Procuring Entity shall not pay for consignment of incomplete components unless the full useable Scope of Goods (as per the contract/ Schedule of Requirement) has been received. Deficiencies in incidental Works/ Services shall also amount to incomplete delivery.
- vi. The contractor shall claim the payment through GeM as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in the tender document / contract.
- vii. Withholding and lien in respect of sums claimed:
  - 1) Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or

sums, in whole or in part pending finalisation or adjudication of any such claim from-

- i. any security or retention money, if any, deposited by the contractor.
  - ii. any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the contractor.
- 2) Where the contractor is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
  - 3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined. The contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor.
  - 4) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Procuring Entity or Government.

viii. **Payment Against Time-Barred Claim**

All claims against the Procuring Entity shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

## **9.2 Prices:**

- a) Competitive and Independent Prices: The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

- i. those prices; or
- ii. the intention to submit an offer; or
- iii. the methods or factors used to calculate the prices offered.

The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

- b) Prices to be charged by the contractor for the supply of Goods and provision of incidental Works/ Services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.
- c) The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

Penalties for overcharging: If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Procuring Entity to:

- i) annul the award and treat it as a misdemeanour as per the contract and take any or all punitive remedies available thereunder, or
- ii) without annulling the award, take action to recover the overcharged amount, or
- iii) treat it as a breach of contract and avail any or all remedies thereunder.

### **9.3 Price Components**

- 1) There is only one item viz; laptop with charger, softwares and accessories as mentioned in technical specifications, with several specified destinations as per consignee list, for which a single unit price has to be offered for all destinations.
- 2) Bidder shall indicate in the Price Schedule, as per GeM all the specified components of prices shown therein, including the unit prices and total bid price.
- 3) The price of the Goods quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, shall be assumed to include all taxes and duties like GST, customs duty, etc. already paid or payable on the components and raw material used in the

manufacture or assembly of the Goods or on the previously imported Goods of foreign origin.

- 4) Any GST, which shall be payable on the Goods in India if the contract is awarded.
- 5) Charge towards inland transportation, insurance, and other local costs incidental to the delivery of the Goods to their final destination as stipulated in tender document
- 6) The price of incidental Works/ Services including testing and commissioning, as mentioned in tender document.

#### **9.4 Taxes and Duties**

- 1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
- 2) While quoting the basic rate, the bidder should offset the input credit available/ to be availed as per the GST Act.
- 3) the contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Procuring Entity. Further instruction, if any, shall be as provided in the contract.
- 4) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 5) Payment of GST Tax under the contract:
  - a. The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under.
  - b. While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.



- c. Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.
  - d. GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
    - i. The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
    - ii. However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
    - iii. Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
    - iv. In case of profiteering by the contractor relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
    - v. Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.
- 6) Statutory Variation Clause: Statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of bid submission

7) Duties/ Taxes on Raw Materials:

The Procuring Entity is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory

increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract

#### **10. Price Schedule**

- 1) Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 2) Bidders are to upload price only as per GeM portal without any alteration/ deletion/ modification. All the columns shown in the price schedule should be filled up as required.
- 3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Goods to be supplied, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour of the bidder's country and in India.
- 4) It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for the goods being offered by them.
- 5) Bids, where prices are quoted in any other way, shall be rejected as nonresponsive.

#### **11. Goods and Services Tax (GST)**

All the bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

**12.** The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

#### **13. Acquaintance with Local Conditions and Factors:**

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

#### **14. Cost of Bidding**

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

#### **15. Interpretation of Provisions of the Tender Document**

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or in between-the-lines interpretation is unacceptable.

**16.** Malicious code certificate: Both bidder and the OEM of the offered products must provide Malicious code certificate in respect of offered products. The same must be uploaded at the time of bidding.

**17. Past Performance:** The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three financial years before the bid opening date to any Central/ State Govt Organization/ PSU / Public Listed Company.

Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant financial year.

**18.** Minimum Average Annual Turnover:

- i. Minimum Average Annual Turnover of the bidder (for last 3 financial years) : Rs. 32 Crores (Rupees thirty two crore).

Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution/ incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criterion.

- ii. Minimum Average Annual Turnover of the OEM (Last 3 financial years): Rs. 63.40 Crores (Rupees Sixty three crore forty lakh).

Documentary evidence in the form of Certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution/ incorporation of the OEM is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criterion.

**19. Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central/ State Govt Organization/ PSU / Public Listed Company for last 3 financial years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year.

**20.** ISO 9001: The bidder/ OEM of the offered products must have latest ISO 9001 certification. The same must be uploaded at the time of bidding.

**21. Service & Support**

- i. Availability of Service Centers: Though there is a mandatory requirement of onsite warranty, bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. If service center is not already there at the time of bidding, successful bidder/ OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- ii. Dedicated /toll Free Telephone No. and email for Service Support: BIDDER/OEM must have Dedicated / toll Free Telephone No. and email for Service Support.
- iii. Escalation Matrix for Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers and emails for Service Support.

**22. Bid Security/EMD Exemption:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. Bidders if exempted from payment of Bid security are required to furnish **Bid Security Declaration** in lie of Bid Security.

**23. Exemption to "Bidder Turnover" criteria and "Experience Criteria":**

- i. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover/ Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- ii. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover/ Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- iii. In case any bidder is seeking exemption from Experience/Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

**24. Bidders –**

- i. to note that bid submitted through modalities other than GeM portal (including manual Bids) shall not be accepted for submission.
- ii. shall quote only those laptops in the bid which are not obsolete in the market and has at least 4 years of residual life i.e. the laptop shall not be declared end-of-life by the OEM before this period. The laptops must be IPv6 ready.
- iii. to note that Procuring Entity reserves its right to call for verification of originals of all such self-certified documents from the Bidders at any stage of evaluation.

- iv. offer is liable to be rejected if they don't upload any of the certificates/ documents sought in the Bid document, ATC and Corrigendum if any.
- v. To note that time allowed for Technical Clarifications during technical evaluation: 2 days
- vi. to ensure that there is no ambiguity in Quote w.r.t. Quantities/ Prices in both Numerals and Words
- vii. to note that alternative Bids are not Allowed.
- viii. to note that downloading the Tender Document; Corrigenda and clarification shall be as per GeM portal.

## **25. Techno-commercial bid/ Cover**

- (1) "Technical Bid" shall include inter-alia the original scanned copies of duly signed or digitally signed copies of all relevant documents (related to Bidder Information, Eligibility Declarations, OEM's Authorization, bid security/BSD, Qualification Criteria, Performance Statement, Experience criteria, turnover, Requirements compliance, Technical Specifications and Quality Assurance – Compliance, Terms and Conditions - Compliance etc.) in pdf format.
- (2) Pdf documents should not be password protected.
- (3) No price details should be given or hinted at in any manner in the Technical bid.
- (4) Bid Security in original and in physical form (Bank guarantee) must reach to procurement entity within 5 working days from the closing date of the bid as per GeM portal
- (5) OEM's Authorization: In case Bidder offers to supply Goods, which some other firm (OEM) manufactures, Bidder must have been duly authorized by the OEM to quote for and supply the Goods to the Procuring Entity in this particular tender specifically. Bidder shall upload OEM's authorization letter to this effect in the form 4.
- (6) Software's OEM's Authorization: Bidder/OEM of laptops, to furnish Software-OEM's authorisation in their favour in respect of – (a) operating system (OS) software and (b) productivity software. Bidder shall upload Software-OEM's authorization letter (s) to this effect in the form 5.
- (7) For Technical Specifications, Bidder is required to provide clause by clause compliance Statement in a chart form (without ambiguity) relating to all parameters of Technical Specifications.
- (8) Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- (9) It is assumed that Bidder commits itself to comply with all provisions of the tender document.

- (10) Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.

## **26. Financial bid/ Cover**

"Financial bid" shall comprise the Price as per provisions of the tender document. No additional technical details, which have not been brought out in the technical bid shall be brought out in the financial bid.

## **27. Bid Validity:**

- 1) Bids shall remain valid for a period not less than 180 days from the deadline for the bid submission as per GeM. A bid valid for a shorter period shall be rejected as non-responsive.
- 2) Before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

**28.** The date and time of the GeM server clock, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the Tender Process through GeM portal.

**29.** The Procuring Entity may extend the deadline for bids submission through GeM portal, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

## **30. Implied acceptance by Bidders**

Submission of bid in response to the Tender Document is deemed to be acceptance of the Procurement and tender procedures and conditions/provisions of the Tender Document.

## **31. Modification, Resubmission and Withdrawal of Bids: As per GeM Portal.**

However, no bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to forfeit the Bid Security or enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanour.

## **32. Evaluation of Bids:**

### **32.1 General norms**

#### **32.1.1 Evaluation based only on declared criteria.**

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

#### **32.1.2 Deviations/ Reservations / Omissions - Substantive or Minor**

During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Tender Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

1) A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:

- (a) which affects in any substantive way the scope, quality, or performance of the product;
- (b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
- (c) whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

2) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.

3) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods



specified in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.

- 4) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation, on such 'minor' issues to Bidder electronically asking Bidder to respond by a specified date on the GeM portal. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

### **32.1.3 Clarification of Bids and shortfall documents**

- 1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid or seek any shortfall information/ documents by a specified date on the GeM portal. Bidder should answer/provide the documents within that specified date through GeM Portal. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.
- 2) Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

### **32.1.4 Contacting Procuring Entity during the evaluation**

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

### **32.2.1 Preliminary Examination of Bids - Determining Responsiveness**

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. The following are some of the crucial aspects for which a bid shall be liable to be rejected as nonresponsive:

- 1) Bid Security/EMD (Format 1.1) or Bid Security Declaration (Form 6) as applicable, has not been provided.
- 2) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- 3) The Goods offered are not eligible as per the provision of this tender.
- 4) Bidder has quoted Goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- 5) Bidder has quoted conditional bids or more than one bid or alternative bids.
- 6) The bid validity is shorter than the required period.
- 7) The bid departs from the essential requirements stipulated in the bidding document;
- 8) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

### **32.2.2 The evaluation process :**

- 1) This Tender Process is for two covers Bids.
- 2) Techno-commercial evaluation: Initially, only the techno-commercial bids shall be opened. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. In evaluating the techno-commercial bid, conformity to the eligibility/qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Goods to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction, Bid Security/ Bid Security Declaration, Contractor's Obligations and Restrictions of its Rights, Performance Bond/ Security, Warranty/ Guarantee, Force Majeure, Taxes & Duties and Code of Integrity will be deemed to be a material deviation. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.
- 3) **Evaluation of Financial Bids:**

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. Financial Bids shall be ranked to determine the lowest priced bidder.

- i) evaluation of the financial bids shall be on the price criteria only.
  - ii) There is only one item viz; laptop with charger, softwares and accessories as mentioned in Technical specification, with several specified destinations as per consignee list, for which a single unit price has to be offered for all destinations. Therefore, financial ranking of bids shall be done as per total price of the bid based on a single unit price offered for all destinations.
  - iii) the comparison of the financial Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, on FOR/ FOT destination basis, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc., freight, transit Insurance, loading/unloading/ stacking, insurance etc.
  - iv) As per policies of the Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.
  - v) evaluation of Bids shall include and consider the following taxes/ duties:
    - a) GST & other similar duties, which shall be contractually payable, on the Goods if a contract is awarded on the bidder;
    - b) The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the bidder/ supplier; and
    - c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.
  - vi) If the financial bid is ambiguous like leading to two equally valid total price amounts, it shall be rejected as nonresponsive.
- 4) **Reverse Auction (RA):** Reverse Auction process shall be mandatorily conducted on GeM portal after the financial bid opening (declaration of L-1). RA shall be as per GeM portal. RA qualification rule shall be as 'H1 elimination, the bidder whose Prices remain the highest gets eliminated'. The successful L-1 bidder as per GeM portal, after the reverse auction may be

considered for award of contract subject to provision of Purchase Preference as below:

Short-listed bidders, eligible for any purchase preference policy as per the Tender Document, shall get an opportunity to match the L-1 prices concluded after the reverse auction if their final prices in Reverse Auction fall within the permitted percentage.

5) Cartel Formation/ Pool Rates:

**(i)** Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities among the bidders - excluding one or more bidders, based on considerations like performance/ financial capabilities, the distance of destination godowns from the location of the factories, production capacities, any extra features/ benefits offered etc.

**(ii)** If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:

**a)** order any quantity on any one or more bidders without assigning any reason thereof.

And/ or

**b)** consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the “The Competition Act 2002”, which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

6) Reasonableness of Rates Received:

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for the identical or similar Goods.

7) Consideration of Abnormally Low Bids:

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform

the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

8) Price Negotiation

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post Reverse Auction process.

### **33. Award of Contract**

**33.1** At the time of contract award, the Procuring Entity reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity of Goods originally stipulated in tender provided this increase/ decrease does not exceed 50 (fifty) percent of tendered quantity.

**33.2** The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

**33.3** Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to produce the originals of all such documents whose scanned copies were submitted online along with the technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the Superintendent/Additional Assistant Director of the concerned Section, Directorate of Logistics and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

#### **33.4 Letter of Award (LoA)**

The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the Bid-Validity period through GeM portal. This notification shall state the sum (hereinafter and in the

contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of the supply of the Goods as per requirement of the procuring entity. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

### **33.5 Performance Security**

- 1) Within 14 days of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security shall be submitted by the contractor to the Procuring Entity in the format 1.2.
- 2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit the Bid Security or enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. If the Procuring Entity is satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
- 4) After verification of the Performance Security furnished by the successful Bidder, bid-Security/ BSD of the bidders shall be returned/ stand expired only when the successful Bidder has furnished the required Performance Security and signed the Agreement/contract

### **34. Code of Integrity in Public Procurement, Misdemeanours and Penalties:**

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant

contracts. Penalties prescribed in the tender shall be considered to be part of this clause and shall apply mutadis mutandis during the pre-award tender process.

### **35. Grievance Redressal/ Complaint Procedure**

- 1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Procuring entity.
- 2) No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
  - (a) Only a bidder who has participated in the concerned Tender Process, can make such representation.
  - (b) Only a directly affected bidder can represent in this regard
  - (c) In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

### **36. General Conditions of LoA, or the contract if LoA has been skipped.**

#### **36.1. Tenets of Interpretation**

Unless where the context requires otherwise, throughout the contract:

- 1) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- 2) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- 3) Any reference to General condition of LoA/ Contract shall be deemed to include all provision of this tender document.

**36.2** Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

#### **36.3. Language of Contract**

The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes

of interpretation of the contract, the English documents/ translation shall prevail.

#### **36.4 Severability**

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

#### **36.5 Governing Laws and Jurisdiction**

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

#### **36.6 Contractor's Obligations and restrictions on its Rights**

##### **36.6.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business**

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

- 1) a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
- 2) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
- 3) If the contract is not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under



Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

### **36.6.2 Obligation to Maintain Eligibility and Qualifications**

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to change regarding declarations made by it in its bid in Form 1.

### **36.6.3 Change in its qualification criteria submitted in its bid Qualification Criteria - Compliance. Restriction on Potential Conflict of Interests**

Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 1) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
- 2) after the termination of this Contract, such other activities as may be stipulated in the contract.

### **36.7 Consequences of a breach of Obligations**

Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of contract, the Contractor shall remedy such breaches within 7 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

### **36.8 Assignment and Sub-contracting**

- 1) the contractor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 2) the contractor shall notify the Procuring Entity in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its

liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out items and incidental Works/ Services. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations, based on which the contract was awarded to him.

- 3) If the Contractor sublets or assigns this contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

## **36.9 Confidentiality, Secrecy and IPR Rights**

### **36.9.1 IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

### **36.9.2 Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

### **36.9.3 Secrecy**

If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

### **36.10 Indemnities for breach of IPR Rights**

- 1) the contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
  - (a) any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the Procuring Entity.
  - (b) The sale by the Procuring Entity in any country of the products produced by the Goods supplied by the contractor, and
  - (c) The installation of the Goods by the contractor or the use of the Goods at the Procuring Entity's Site
- 2) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:
  - (a) other than for the purpose indicated by or to be reasonably inferred from the contract
  - (b) in association or combination with any other equipment, plant, or materials not supplied by the contractor.
- 3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
- 4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.
- 5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

### **36.11 Obligations of the contractor**

- 1) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- 2) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- 3) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
- 4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  - (a) the contractor needs to share with the institution(s) participating in the financing of the contract;
  - (g) now or hereafter is or enters the public domain through no fault of Contractor;
  - (h) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
  - (i) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

### **36.12 Performance Security**

- 1) the contractor shall furnish to the Procuring Entity, performance security, valid up to 6 months after the date of completion of all contractual obligations by the contractor, including the warranty obligations.

- 2) The amount of Performance security shall be @ 5% of the contract Price) in the form of Bank Guarantee in the format 1.2
- 3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit the Bid Security or enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion
  - (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
  - (b) without terminating the Contract:
    1. recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise, or
    2. treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.
- 5) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
- 6) The Procuring Entity shall be entitled, and it shall be lawful on his part,
  - (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
    - i. any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof
    - ii. for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
  - (b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its

original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.

- 7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations.

### **36.13 Permits, Approvals and Licenses**

Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

### **36.14 Book Examination Clause**

The Procuring Entity reserves the right for 'Book Examination' as follows:

- 1) the contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.
- 2) the contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorised Government Officer shall have power, mutadis mutandis, to examine all the relevant books of Contractor's

subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities.

- 3) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.
- 4) The Contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents under sub-clause (1) above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

### **36.15 Scope of Supply and Technical Specifications**

#### **36.15.1 The Scope of Supply**

This contract is for the supply of the Goods of the description, specifications including Incidental Works/ Services and in the quantities outlined in the contract on the dates specified therein.

#### **36.15.2 Technical Specifications and Standards**

The Goods & incidental Works/ Services to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters including warranty mentioned in 'Technical Specification and Quality Assurance' under Section III of this Tender Document or as stipulated in the contract. Wherever references are made in the Contract to codes and standards by which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Contract. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Goods supplied shall be.

- 1) Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by the Procuring Entity in the contract.
- 2) conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any.

#### **36.15.4 Eligible Goods including Minimum Local Content and Option Quantity Clause:**

As per provisions of this document (not being reproduced here for the sake of brevity).

#### **36.15.6 Warranty**

The following warranty clause shall apply:

- 1) the contractor hereby covenants that it is a condition of the contract that all Goods supplied to the Procuring Entity under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the Procuring Entity's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.
- 2) the contractor also guarantees that the said Goods would continue to conform to the description and quality as aforesaid for the period as specified in the 'Technical Specification and Quality Assurance' under Section III of this Tender Document.
- 3) Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods at the consignee location. OEM Warranty certificate for the prescribed period must accompany each of the laptop to be supplied by the Bidder/OEM at the time of delivery.
- 4) Obligations of the contractor under the warranty clause shall survive even though:
  - (a) The Goods may have been inspected, accepted, installed/ commissioned and paid for by the Procuring Entity.
  - (b) The contract is terminated for any reason whatsoever.
- 5) The Procuring Entity shall promptly notify in writing to the contractor, if during the period above, the said goods are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the Procuring Entity in that behalf being final and conclusive).
- 6) Upon receipt of such notice from Consignee or end user of CBIC, the contractor shall, within 3 days, expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination of the user in India. The Contractor shall take over the replaced parts/ Goods subject to provisions of 'Technical Specification and Quality Assurance' under Section III of this Tender Document, after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that.



- 7) A penalty of 0.5% (half per cent) per day of the contract value of the concerned laptop(s) for the delay in repair or replacement the defective Goods or parts thereof beyond 3 days of notice by the end user/ office under CBIC shall be recoverable from the contractor. Contractor/Seller can deposit the penalty with procurement entity directly else the procurement entity shall have a right to recover all such penalty amount from the Performance Security. The maximum penalty for warranty failure will be upto 10% (ten percent) of the contract value of the concerned laptop (s) during the whole warranty period. If there is further such delay after reaching this limit, Procuring Entity shall be entitled to encashment of whole of Performance Security. In such an event, the Procuring Entity may also avail any or all remedial action(s) under the contract.
- 8) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.

#### **36.15.7 Consequence of Rejection**

- 1) Upon the Goods being rejected by the Consignee at a place other than the premises of the contractor, the Procuring Entity shall be at liberty to:

Demand that such stores shall be removed by the contractor at his cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the contractor or dispose off such rejected Goods as per clause below save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon. The Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Goods without being entitled to any extra payment on that or any other account.

- 2) All rejected Goods shall, in any event, and circumstances remain and always be at the contractor's risk immediately on such rejection. If the contractor does not remove such Goods within the periods aforementioned, the Procuring entity /inspecting officer, as the case may be as per the place of rejection, may remove the rejected Goods. The Procuring Entity or Inspecting Officer may either return the same to the contractor at his risk and cost by such mode of transport as it may decide or dispose off such Goods at the contractor's risk and on his account and retain such portion of the proceeds from such disposal, as may

be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Procuring Entity shall, in addition, be entitled to recover from the contractor ground rent/ demurrage charges on the rejected Goods after the expiry of the time-limit mentioned above.

- 3) Disposal of rejected goods in an aforesaid manner shall not exonerate contractor but still hold him liable to pay to the procuring entity, the dues as may arise as per the terms of contract besides the cost of goods if already paid to the contractor and any inspection charges. The Purchaser can take action as per contract terms if the contractor fails to pay the amount due to him.
- 4) where under the contract the price payable is fixed F.O.R. dispatching station, the contractor shall, if the Goods are rejected at destination by the consignee, be liable, in addition to his other liabilities, including a refund of price recoverable in respect of the Goods so rejected, to reimburse to the Procuring Entity the freight and all other expenses incurred by it in this regard. The Contractor shall be allowed to take back rejected Goods only after such refunds are received by the Procuring Entity.

#### **36.15.8 Transfer of Title of Goods**

Notwithstanding any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to the Procuring Entity until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and the Procuring Entity, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract as the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods are in the course of transit from the contractor to the consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

#### **36.15.9 Distribution of Despatch Documents for Clearance/ Receipt of Goods**

Supply of goods is on FOR destination basis, the contractor shall be responsible until the entire Goods contracted arrive in good condition at

destination, inspected and duly accepted by the consignee. Transit risk is on the part of the contractor. Within 24 hours of despatch, the contractor shall notify the Procuring Entity, consignee, and others concerned, the complete details of despatch and supply the following documents (as relevant) to them by registered post/ speed post/ courier besides advance intimation by digital means:

- (a) the contractor's Invoice indicating, inter alia description and specification of the Goods, quantity, unit price, total value;
- (b) Packing list;
- (c) Railway receipt/ Road Consignment note/Courier note;
- (d) Expected date of arrival of goods at destination and
- (e) Any other relevant document(s).

#### **36.15.10 Receipt of Consignment**

- i. After receiving the goods, the consignee has to generate CRAC (Consignee receipt and acceptance certificate). The Consignee has to ensure that the goods received are in good condition and meet the required specifications before generating the CRAC report.

- ii. **Rejection of Consignment or part thereof by the Consignee:**

If the received consignment or part thereof fails to pass quantity and quality checks, the Procuring Entity shall convey the rejection to the contractor, noting the reasons for rejection. The Paying Authority shall recover any part payment or freight charges paid for the rejected consignment. The Contractor shall take back the rejected consignment as per provisions of the contract.

- iii. **Short Receipt Certificate**

If the quantity received is less than claimed/ invoiced/ mandated quantity for a particular consignee, a short receipt certificate shall be issued by the consignee under intimation to the procuring entity.

Further, the consignee shall not generate CRAC till the contractor make good the shortfall within the delivery period or with the approval of the procuring entity.

#### **36.15.11 Terms of Delivery and delays**

- i. The **Effective Date of Contract** shall be as per GeM.
- ii. The dates of deliveries shall be counted from such Effective Date of Contract.
- iii. The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

**iv. Destination Places**

The destination(s) where the Goods are to be delivered shall be as per GeM

**v. Terms of Delivery:**

- 1) Terms of delivery (e.g., F.O.R. destination/ CIF/ DAP etc.) shall determine the point at which the responsibilities and property in goods passes over from the contractor to the Procuring Entity. These terms also determine the time of delivery.
- 2) the contractor shall deliver F.O.R. at the places (destination i.e. consignee address) as per GeM, the quantities of the Goods detailed therein, and the Goods shall be delivered or despatched not later than the dates stipulated in the contract. The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the contract and CRAC generated by the consignee.
- 3) No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the written permission of the consignee.
- 4) the contractor shall not despatch the Goods after the expiry of the delivery period. The Contractor must apply to the Procuring Entity to extend the delivery period and obtain the same before despatch. If the contractor despatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the Procuring Entity.

**vi. Part Supplies**

The Contractor may initiate consignee-wise supplies; however, part supplies for a consignee is not allowed except with the express/ prior written consent of the Procuring Entity.

**vii. Progressing of Deliveries**

The Contractor shall allow reasonable facilities and free access to his Works/ records to the Inspecting Officer or such other Officer as may be nominated by the Procuring Entity to ascertain the progress of the deliveries under the contract. The Contractor shall, from time-to-time, render such reports concerning the progress of the contract and/ or supply of the Goods in such form as may be required by the Procuring Entity. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Procuring Entity under the contract, nor shall operate as an estoppel against the Procuring Entity merely because he has not taken notice of/ or subjected to test any information contained in such report.

viii. **Notification of Delivery:**

Notification of delivery or despatch regarding consignment shall be made to the consignee and to the Procuring Entity immediately on despatch or delivery. The Contractor shall further supply to the consignee, packing list of the consignment and the contract references. All packages, containers, bundles, and loose materials part of consignment shall be fully described in the packing list, and complete details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the Goods on arrival at destination i.e. consignee address.

ix. **Dispatches at the last moment or after the expiry of the delivery**

- 1) If the contractor locally supplies a consignment after the expiry of the contracted delivery date, the Consignee may either refuse to receive it or receive it without prejudice to the rights of the Procuring Entity under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the contractor. Such a receipt by the consignee shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Contractor must obtain an extension of the delivery date/period from the Procuring Entity.
- 2) As regards supplies coming from outside, if the contractor dispatches the Goods after the expiry of the delivery period, it shall be at his own risk and responsibility, and that the consignee is not liable for any demurrage, wharfage, and deterioration of Goods at the destination station and, in his interest, the contractor shall get an extension of the delivery period from the contracting Entities.

x. **Delay in the contractor's performance:**

If the contractor fails to deliver the Goods in total or consignee-wise within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Procuring Entity may without prejudice to his other rights:

- 1) recover from the contractor liquidated damages or
- 2) treat the delay as a breach of contract and avail all the remedies therein.

xi. **Extension of Delivery Period:**

If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform the Procuring Entity in writing about the same and its likely duration.

He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

**xii. Liquidated damages:**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the **0.5%** percent of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed Goods' or incidental Works/ Services' contract price(s). If there is further such delay after reaching this limit, Procuring Entity shall be entitled to encashment of upto whole of Performance Security. In such an event, the Procuring Entity may also avail any or all remedial action(s) under the contract.

**36.16 Force Majeure:**

- 1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within 15 days from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

- 2) none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

### **36.17 Prices and Payments**

As per provisions of this document. (not being reproduced here for the sake of brevity).

### **36.18 Resolution of disputes:**

#### **36.18.1 Disputes Excepted Matters**

All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- 1) Adjudication
- 2) Conciliation
- 3) Arbitration

#### **36.18.2 Excepted Matters**

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this

Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

- 2) Issues related to the pre-award tender process or conditions
- 3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- 4) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
  - (a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government
  - (b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government’s policies in this regard
  - (c) Purchase preference policies regarding MSEs and Start-ups

### **36.18.3 Adjudication**

After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of the Procuring Entity, the contractor shall give a ‘Notice of Adjudication’ specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the “Adjudicator”) for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

### **36.18.4 Conciliation of disputes**

- 1) Any party may invoke Conciliation by submitting “Notice of Conciliation” to the Head of the Procuring Organisation. Since conciliation is a voluntary process, within 30 days of receipt of “Notice of Conciliation”, the Head of the Procuring Organisation shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If



the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.

- 2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator.
- 3) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:
  - (a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
  - (b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or
  - (c) If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator
- 6) On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

### **36.18.5 Arbitration Agreement**

#### **1) This Agreement**

- i. This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
- ii. Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
- iii. The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of

the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

## **2) Notice for Arbitration**

- i. Authority to Appoint Arbitrator(s): For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be Head of the Procuring Organisation named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- ii. In the event of any dispute, if the Adjudicator fails to decide within 60 days, or the Conciliation is terminated then, parties to the contract, after 60 days but within 120 days of 'Notice of Dispute' shall request the Appointing Authority through a "Notice for Arbitration" in writing requesting that the dispute or difference be referred to arbitration.
- iii. The "Notice for arbitration" shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

## **3) Reference to Arbitration**

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

## **4) Appointment of Arbitrator**

- i. **Qualification of Arbitrators:**
  - a) In the case of retired officers of the Procuring organisation, he shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.
  - iii. He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. A certification to this effect (as per Format 1.4) shall be taken from Arbitrators. The

proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

- iv. An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.
- v. Not be other than the person appointed by the Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

## **ii. Replacement of Arbitrators**

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of the Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

## **iii. Appointment of Arbitrator:**

- i. In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.
- vi. The contractor shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.
- vii. In cases where the total value of all claims in question added together exceeds Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired

Officers of the Procuring Organisation. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the contractor within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.

- viii. The contractor shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the contractor's nominee. It shall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Contractor's nominees.
- ix. If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the contractor.

#### **5) Failure to appoint Arbitrators.**

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

#### **6) The Arbitral Procedure**

- i. **Effective Date of Entering Reference:** The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.
- ii. **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine

a venue other than the seat of the arbitration without in any way affecting the legal jurisdictional issues linked to the seat of the arbitration.

- iii. If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.
- iv. The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- v. On receipt of such claims, the respondent shall submit its defence statement and counter claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- vi. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.
- vii. Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- viii. Oral arguments to be held on a day-to-day basis: Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- ix. Award within 12 (twelve) months: The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

- x. **Fast Track Procedure:** The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:
  - (a) The dispute is to be decided based on written pleadings only.
  - (b) Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.
  - (c) An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.
  - (d) The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.
- xi. **Powers of Arbitral Tribunal to grant Interim Relief:** The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the Act. The tribunal has the powers of a court while making interim awards in the proceedings before it.
- xii. **Confidentiality:** As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential, except in certain situations like if the disclosure is necessary for the implementation or execution of the arbitral award.
- xiii. **Obligation During Pendency of Arbitration:** Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

## **7) The Arbitral Award**

- i. In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- ii. The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.

- iii. It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.
- iv. The award of the arbitrator shall be final and binding on the parties to this contract.
- v. A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
- vi. A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

#### **8) Savings**

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

#### **9) Cost of Arbitration and fees of the Arbitrator(s)**

- a) The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of the Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.
- b) The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.
- c) Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

### **36.19 Defaults, Breaches, Termination, and closure of Contract**

#### **36.19.1 Termination due to Breach, Default, and Insolvency**

- i. In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:
  - a) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
  - b) Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
  - c) Liquidation: if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
- ii. Notice for Default: As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. If the performance Security furnished by the contractor is getting time barred before the final decision on the matter (default), the contractor shall be informed to renew the same for another atleast 6 months; in case the contractor fails to furnish the new performance security in due time then the procuring entity shall forfeit the performance security to safeguard needed recoveries that may become due on invoking contractual remedies.
- iii. Terminations for Default:



- a) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
  - b) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
  - c) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
  - d) All warranty obligations, if any, shall continue to survive despite the termination.
- iv. Contractual Remedies for Breaches/Defaults or Termination for Default: If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies:-
- a) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
  - b) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
  - c) Recover liquidated damages and invoke denial clause for delays.
  - d) Encash and/ or Forfeit performance or other contractual securities.
  - e) Prefer claims against insurances, if any.
  - f) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the

Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

*Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be extended further instead of six months provided above.*

- g) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.
- v. Limitation of Liability: Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

### **36.19.2 Termination for Default/ Convenience of Procuring Entity and Frustration**

#### **1) Notice for Determination of Contract**

- a) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.

- b) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- c) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- d) All warranty obligations, if any, shall continue to survive despite the termination.
- e) The Goods and incidental Works/ Services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Goods and incidental Works/ Services, the Procuring Entity may decide:
  - x. To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
  - xi. To cancel the remaining portion of the Goods and incidental Works/ Services and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Goods and incidental Works/ Services.

## **2) Frustration of Contract**

- a) Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
- b) However, the following shall not be considered as such a supervening cause.
  - i. Lack of commercial feasibility or viability or profitability or availability of funds
  - ii. if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use

commercially reasonable due diligence to prevent such an event.

### **3) Closure of Contract**

#### **i) No Claim Certificate and Release of Contract Securities**

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' (in Format 1.3) to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

#### **ii) Closure of Contract**

The contract shall stand closed upon

- a) successful performance of all obligations by both parties, including completion of warranty obligations and final payment.
- b) termination and settlements after that, if any.

### **36.20 Code of Integrity in Public Procurement; Misdemeanours and Penalties**

#### **36.20.1 Code of Integrity**

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- i. "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- ii. "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices

include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;

- iii. “Anti-competitive practice” - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- iv. “Coercive practice” - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- v. “Conflict of interest” –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
- vi. “Obstructive practice” - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

### **36.20.2 Obligations for Proactive Disclosures:**

- i. Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- ii. Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring

Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

### **36.20.3 Misdemeanours and Penalties**

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

a) **commits any of the following misdemeanours:**

- a. violates the code of Integrity or the Integrity Pact if included in the Tender/ Contract;
- b. any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Security Declaration'.

b) **commits any of the following misdemeanours:**

(a) has been convicted of an offence:

- i. under the Prevention of Corruption Act, 1988; or
- ii. the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

(j) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.

(k) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

### **36.20.3 Penalties for Misdemeanours**

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

i. if his bids are under consideration in any procurement

- a) encashment/forfeiture of Bid Security or enforcement of Bid Securing Declaration as applicable or.

- b) calling off of any pre-contract negotiations, and;
  - c) rejection and exclusion of Bidder from the Tender Process
- ii. if a contract has already been awarded
- a) Termination of Contract for Default and availing all remedies prescribed thereunder;
  - b) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

**36.20.4 Remedies in addition to the above:**

- 1) In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:
  - a. File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
  - b. Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
  - c. Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
  - d. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
  - e. Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm.
- 2) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours.
- 3) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring

entities for a period not exceeding three years commencing from the date of debarment for misdemeanours.



## SECTION II: Schedule of Requirements

**Note for Bidders:** Regarding this Schedule, Bidders must upload ‘Schedule of Requirements - *Confirmation/ Deviation*’ with their Technical bid.

<b>GeM Bid No.:</b>				
<b>Bid Date:</b>				
Minimum Local Content (%)	Description of Goods	Quantity / units	Delivery Requirements	Delivery time
1	2	3	4	5
20%	Laptops (as per prescribed technical specifications including warranty)	6715 Nos.	At various locations of CBIC Formations. [Please refer to list of consignees uploaded on GeM portal]	Maximum 75 days starting from placement of Order on GeM Portal.

- a)** Scope of Supply: Supply, Testing and Commissioning of Goods including warranty and other requirements mentioned in Technical specifications. Scope of supply includes all requirements in this tender document under various headings. (not being reproduced here for the sake of brevity).
- b)** Bidder/OEM to provide upgrade of the softwares including OS and productivity software in case there is end of support by *Software-OEM* before expiry of warranty period as prescribed under technical specifications.
- c)** Testing and Commissioning is to be carried out by OEM/Bidder or their authorised resource only.
- d)** OEM/ Bidder has to comply with the obligation/ compliance requirements for e-waste (Management) Rules, 2022 as amended or any law with regard to electronic waste. (an undertaking is also required to be submitted by the OEM/ Bidder in this regard at the time of bidding)

### **SECTION III: Technical Specifications and Quality Assurance**

{**Note for Bidders:** Regarding this Schedule, Bidders must upload ‘Technical Specifications And Quality Assurance - *Compliance*’ with their Technical bid.}

#### **Technical Specification and Quality Assurance:**

<b>S. No.</b>	<b>Particular</b>	<b>Specification and Quality Assurance</b>
1.	Processor	Intel Core i7 13 <sup>th</sup> generation or equivalent; or higher. The processor offered should have at least Octa Core @minimum 2.5 GHz base frequency and with minimum 24 MB (Aggregate of L1,L2& L3) cache memory
2.	Memory	RAM: 16 GB or higher (expandable up to 32 GB with additional slot); DDR5 or equivalent, or higher; @4800 MHz or higher;
3.	Storage	512 GB SSD
4.	Display	Display Size: 14” diagonal or more Display Technology: LED-backlit Resolution: Minimum Full HD (1920x 1080) (Anti-Reflective) NITS: Minimum 300 NITS
5.	Graphics	Integrated Graphics with processor.
6.	Keyboard	Spill resistant and back lit keyboard
7.	Battery	Minimum 10 hours as per Mobile Mark 2018 with rapid charge feature and rapid charging adapter
8.	Weight	Not more than 1.5 Kgs including battery
9.	Security	TPM 2.0 or higher bases encryption, finger print reader
10.	Durability	Military Standards 810H tested for minimum 10 procedures including the following: 1) Temperature High (501.7) or higher, 2) Temperature Low (502.7) or higher, 3) Vibration (514.8) or higher, 4) Shock (516.8) or higher, 5) Humidity (507.6) or higher. Test report/ Certification on the above mentioned standards from NABL accredited lab to be submitted.
11.	Wireless	Integrated wireless 802.11 ac dual band or higher
12.	Bluetooth	Integrated Module with Bluetooth 5.0 wireless technology or higher

13.	Webcam	720p HD integrated webcam or better
14.	Speakers/ Microphones	Integrated speakers and Microphone
15.	Ports	Minimum 2 USB A 3.1, 1 HDMI port, 1 USB type C/ Thunderbolt and 1 Ethernet port
16.	Operating System	Preloaded windows 11 professional edition 64 bit or higher version including Microsoft Defender software/ MAC OS 13 or higher version including XProtect software
17.	Energy Efficiency Certifications	Energy star 8.0 or equivalent rating or better
18.	BIS Certification	The laptops shall conform to the BIS standards prescribed vide IS No. 13252 (Part 1) [as amended]. The Laptops shall carry BIS Labelling and shall be accompanied with the valid BIS registration certificate.
19.	Productivity Software	Pre-loaded MS office perpetual, Government Edition (Version 2021 or later) or equivalent.
20.	Warranty	Onsite OEM warranty of the laptop and battery should be equal to the life of the device (04 years) as defined in DoE OM F.No.3 (20)/22-E.II(A) dated 21.07.2023 or as amended. Faulty SSD or any other storage device will not be returned in case of replacement.
21.	Laptop Bag	OEM Carry Case with embroidered CBIC logo to be stitched on the carry case

In addition to above, *Technical Specifications And Quality Assurance* covered in elsewhere in this Tender Document is also to be complied with by the Bidder/OEM.

## **BIDDING FORMS**

**Form 1: Bid Form (Covering Letter)**

(To be submitted as part of Technical bid, along with supporting documents, if any)

(On Bidder's Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

To

The President of India, through  
The Principal Commissioner  
Directorate of Logistics, Customs and Indirect Taxes,  
4th Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi 110511

Ref: Your GeM bid No. \_\_\_\_\_ dated \_\_\_\_\_

**Sir,**

**Having examined the abovementioned Tender/bid Document, we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.**

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

**Our Credentials:**

We are submitting this bid: -

on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

as authorised suppliers offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.3 (OEM's Authorization).

We..... hereby certify that  We/  our Principals/ OEM M/ s..... are proven, established, and reputed manufacturers with factories at ..... which are fitted with

modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Procuring Entity.

## **2. Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents. We fully meet the qualification criteria stipulated in this Tender Document.

We hereby confirm that the particulars given for Eligibility and Qualifications are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

## **3. Our Bid to supply Goods:**

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. We fully meet/ comply with all the requirements including 'Schedule of Requirements' and 'Technical Specifications and Quality Assurance'.

## **4. Prices:**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule as per requirements of the tender/bid.

## **5. Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

## **6. Bid Security (EMD) or Bid Security Declaration**

We have submitted Bid Security (EMD) or the Bid Securing Declaration (BSD, in lieu of Bid Security).

## **7. Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto 180 days, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

## **8. Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

**9. A Binding Contract/ Letter of Award (LoA)**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract/LoA us and the same shall be binding on us.

**10. Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**11. Rights of the Procuring Entity to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

## Form 2: Bidder Information

(To be uploaded as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

GeM bid No. and date \_\_\_\_\_

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

**(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)**

### 1. Bidder/ Contractor particulars:

(a) Name of the Company:.....

(l) Corporate Identity No. (CIN): .....

(m) Registration, if any, with The Procuring Entity:

.....

(n) Place of Registration/ Principal place of business/ manufacture

.....

(o) Complete Postal Address: .....

(p) Pin code/ ZIP code: .....

(q) Telephone nos. (with country/ area codes): .....

(r) Mobile Nos.: (with country/ area codes): .....

(s) Contact persons/ Designation: .....

(t) Email IDs: .....

Submit documents : A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

### 2. Taxation Registrations:

(a) PAN number: .....

(b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....



We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

**3. Bidder's Authorized Representative Information**

- (a) Full Name: \_\_\_\_\_
- (c) Designation: \_\_\_\_\_
- (d) Signing as: \_\_\_\_\_
- (e) Address: \_\_\_\_\_
- (f) Telephone/ Mobile numbers: \_\_\_\_\_
- (g) Email Address: \_\_\_\_\_

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

**Form 3: Certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers**

(To be uploaded as part of Technical bid)

**Certificate**

This certificate has been issued in reference to GeM Bid No and Date\_\_\_\_\_ and Make in India status of the OEM in favour of the OEM viz.\_\_\_\_\_.

We/I certify that details of local content and location(s) at which value addition is made by the OEM are as follows:

Local Content %age:

Location(s) of value addition:

Therefore, \_\_\_\_\_ (name of the OEM) qualify for the following category of the supplier (Please strike out options not applicable to OEM):

- Class-I Local Supplier/
- Class-II Local Supplier/
- Non-Local Supplier.

.....  
(Signature with date)

.....  
(Name and designation)

**Statutory auditors/ Cost accountant**

**Form 4: OEM's Authorization**

(On OEM's Letter Head)

(To be uploaded as part of Technical bid)

OEM's Name \_\_\_\_\_

[Address and Contact Details]

OEM's Reference No. \_\_\_\_\_ Date.....

The President of India, through  
The Principal Commissioner  
Directorate of Logistics, Customs and Indirect Taxes,  
4th Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi 110511

Dear Sirs,

Ref. Your GeM Bid No. \_\_\_\_\_ dated: \_\_\_\_\_

**1. We, \_\_\_\_\_, are proven and reputable manufacturers of the Tendered Goods. We have factories at \_\_\_\_\_. We hereby \_\_\_\_\_ authorise Messrs \_\_\_\_\_ (name and address of the authorised supplier) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is ....., dated/ since.....**

**2. As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.**

**Our details are as under:**

- (h) Name of the Company:.....
- (i) Complete Postal Address: .....
- (j) Pin code/ ZIP code: .....
- (k) Telephone nos. (with country/ area codes): .....
- (l) Fax No.: (with country/ area codes): .....
- (m) Mobile Nos.: (with country/ area codes): .....
- (n) Contact persons/ Designation: .....
- (o) Email IDs: .....

Yours faithfully,

.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

DA: As above

**Form 5: Software-OEM's Authorization**

(On OEM's Letter Head)

(To be uploaded as part of Technical bid)

OEM's Name \_\_\_\_\_

[Address and Contact Details]

OEM's Reference No. \_\_\_\_\_ Date.....

**(Please strike out sentences/ phrases not applicable to you)**

The President of India, through  
The Principal Commissioner  
Directorate of Logistics, Customs and Indirect Taxes,  
4th Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi 110511

Dear Sirs,

Ref. Your GeM Bid No. \_\_\_\_\_ dated: \_\_\_\_\_

**1. We, \_\_\_\_\_, are proven and reputable developers/manufacturers of software products including operating system software and productivity software. We hereby authorise Messrs \_\_\_\_\_ (name and address of the authorised Laptop-OEM/ Bidder) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of operating system software viz. \_\_\_\_\_ and productivity software viz. \_\_\_\_\_. Their registration number with us is ....., dated/ since.....**

**2. As principals, we commit ourselves to extend our full support for obligations, as applicable in respect of above mentioned software(s) as per the Tender Document.**

**Our details are as under:**

- (p) Name of the Company:.....
- (q) Complete Postal Address: .....
- (r) Pin code/ ZIP code: .....
- (s) Telephone nos. (with country/ area codes): .....
- (t) Fax No.: (with country/ area codes): .....
- (u) Mobile Nos.: (with country/ area codes): .....
- (v) Contact persons/ Designation: .....
- (w) Email IDs: .....

Yours faithfully,

.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

DA: As above

**Form 6: Bid Security Declaration.**

Note: To be uploaded as part of Technical bid, along with supporting documents, if applicable.

Bidders exempted from submission of bid security are required to submit this.

**Bid Securing Declaration**

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

To

The President of India, through  
The Principal Commissioner  
Directorate of Logistics, Customs and Indirect Taxes,  
4th Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi 110511

Ref: GeM Bid No. and Date \_\_\_\_\_

Sir

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Security Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- a) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- b) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - i. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - ii. Fail or refuse to sign the contract.

We know that this bid-Security Declaration shall expire if the contract is not awarded to us, upon:

- a) receipt by us of your notification
- b) of cancellation of the entire tender process or rejection of all bids or
- c) of the name of the successful bidder or
- d) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated on ..... day of ..... [insert date of signing]

Place.....[ insert place of signing]

DA:.....



## Form 7: Integrity Pact

(To be signed on Plain Paper)

(To be uploaded as part of Technical bid)

Integrity Pact for GeM Bid No and date \_\_\_\_\_

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 202\_\_ at \_\_\_\_\_, India.

BETWEEN

The Principal Commissioner, Directorate of Logistics on behalf of President of India (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. \_\_\_\_\_ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/ s for \_\_\_\_\_, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1** - Commitments of the ‘The Principal’

‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- (a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (x) The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall

not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (y) The Principal shall exclude from the process all known prejudiced persons.
- (z) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

## **Section 2 - Commitments of the 'Bidder/ Contractor'**

The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
- c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
- e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents,

brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter

g. The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3** - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

**Section 4** - Compensation for Damages

- a) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5** - Previous transgression

- a) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- b) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

**Section 6** - Equal treatment of all Bidders/ Contractors/ Subcontractors

- a) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- b) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

- c) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7** - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

**Section 8** - Independent External Monitor

- a) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.
- c) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- d) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.
- e) The Principal shall 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 Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- f) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to

take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

- g) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- h) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- i) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

#### **Section 10 - Other provisions**

- a) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- b) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- c) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- e) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- f) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- g) For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

### Form 8: Check-List for Bidders

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

GeM Bid No. & Date \_\_\_\_\_

**Note to Bidders:** This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1	Form 1 - bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial bid and Financial bid)	
2	Form 2 - Bidder Information along with Power of attorney/authorised representative and Registration Certificates etc.	
3	Self-attested copy of Registration certificates etc. of the Bidder	
4	Self-attested copy of Bidder's PAN	
5	Self-attested copy of Bidder's GSTIN registration	
6	Self-attested copy of Bidder's MSME registration	
7	Self-attested copy of Bidder's Start-up registration/ status	
8	Self-attested copy of OEM's MSME registration	
9	Self-attested copy of OEM's Start-up registration/ status	
10	Bid security in Format 1.1	
11	Form 3 -Self-attested copy of the certificate (of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore	
12	Form 4: OEM's Authorization Form duly filled up (if	

	applicable to Bidder concerned)	
13	Form 5: Software-OEM's Authorization Form(s) duly filled up as applicable	
14	Self-attested copy of Registration certificates etc. of the OEM	
15	Terms and Conditions of the bid - Compliance	
16	Schedule of Requirements - Compliance	
17	Technical Specifications and Quality Assurance - Compliance	
18	Documents Attached supporting the compliance to qualification criteria including documents related to experience, turnover etc.	
19	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
20	Performance Statement/ Compliance	
21	Documents/ contracts supporting the performance statement/ Compliance	
22	Form 6: Documents relating to Bid Security	
23	Documents if any at the option of Bidder, supporting deviation	
24	Latest ISO 9001 certificate of the bidder/OEM	
25	Malicious code certificate	
26	Form 7: Duly signed Integrity Pact	
27	Form 8: Checklist	
28	Furnished Price Schedule on GeM	
29	Any other requirements if considered relevant by the Bidder	

(Signature with date)

(Name and designation)

[name & address of Bidder and seal of company]



# **FORMATS**

**Format 1.1: Bank Guarantee Format for Bid Security/EMD**

To

The President of India, through  
The Principal Commissioner  
Directorate of Logistics, Customs and Indirect Taxes,  
4th Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi 110511

Whereas..... (name and address of the bidder) (hereinafter called "the Bidder") has undertaken, in pursuance of GeM Bid no ..... date..... to offer supply ..... (description of goods and Works/ Services) (hereinafter called "the Bid").

And Whereas you have stipulated it in the said bid that the bidder shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as bid security as per the Bid;

And Whereas we have agreed to give the bidder such a bank guarantee.

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

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

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

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

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the  
Bank)

.....

.....

Name and designation of the officer

.....

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

\*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

**Format 1.2: Bank Guarantee Format for Performance Security**

To

The President of India, through  
The Principal Commissioner  
Directorate of Logistics, Customs and Indirect Taxes,  
4th Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi 110511

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no ..... date..... to supply ..... (description of goods and Works/ Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

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

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

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

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

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

Bank) (Signature of the authorized officer of the

.....

.....

Name and designation of the officer

.....

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

\*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

**Format 1.3: No Claim Certificate**

(On company Letter-head)

Contractor's Name\_\_\_\_\_

[Address and Contact Details]

Contractor's Reference No.\_\_\_\_\_ Date.....

To

**The Principal Commissioner**

**Directorate of Logistics**, Customs and Indirect Taxes,  
4th Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi 110511

**No Claim Certificate**

Sub: Contract Agreement no.\_\_\_\_\_ dated\_\_\_\_\_ in  
reference to GEM Bid No. & Date\_\_\_\_\_for the supply of  
\_\_\_\_\_

We have received the sum of Rs. (Rupees \_\_\_\_\_only) as  
final settlement due to us for the supply of\_ under the abovementioned  
contract agreement.

We have received all the amounts payable to us with this payment and have  
no outstanding dispute of any description whatsoever regarding the amounts  
worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify  
that we shall have no further claim whatsoever, of any description, on any  
account, against the Procuring Entity, under contract above. We shall  
continue to be bound by the terms and conditions of the contract agreement  
regarding its performance.

Yours faithfully,

Signatures of contractor or

officer authorised to sign the contract documents.

on behalf of the contractor

(company Seal)

Date: \_

Place: \_

### **Format 1.4: Certification by Prospective Arbitrators**

To

**The Principal Commissioner**

**Directorate of Logistics**, Customs and Indirect Taxes,  
4th Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi 110511

Certification by Prospective Arbitrators

1. Name: \_\_\_\_\_
2. Contact Details: \_\_\_\_\_
3. I hereby certify that I am retired officer of *[Name of Organisation]* retired as \_\_\_\_\_ in \_\_\_\_\_ grade.
4. I have no past or present relationship concerning the subject matter in dispute, whether financial, business, professional or another kind.

Or

I have past or present relationships concerning the subject matter in dispute, whether financial, business, professional or another kind. The list of such interests is as under:-----

5. I have no past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 amended from time to time.

Or

I have past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 as amended from to time. The details of such relationship or interest are as under:-----

6. There are no concurrent circumstances that are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months.

Or

Some circumstances are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months. The list of such circumstances is as under:-----

(Signature)

(Name & Designation)