

RFB No. ITC/NCB/RUSA2/FW/003

Price Rs: 1000/-

REQUEST FOR BID (RFB)  
FOR  
**“Supply Installation Testing And Commissioning of  
Firewall”**

UNDER

Rashtriya Uchcharat Shiksha Abhiyan (RUSA)



**KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY (KURPS)**

**KURUKSHETRA UNIVERSITY KURUKSHETRA**

**HARYANA – 136 119 (INDIA)**

Website : <http://www.kuk.ac.in>

Email: [itcell@kuk.ac.in](mailto:itcell@kuk.ac.in)

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**Telephones: 01744-238321(O)**

Tender No. ITC/NCB/RUSA2/FW/003

Kurukshetra University RUSA Project Society (KURPS)

**KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY (KURPS)**

KURUKSHETRA UNIVERSITY, KURUKSHETRA  
HARYANA -136 119 (India)

Nodal Officer, RUSA

**Rashtriya Uchchar Shiksha Abhiyan (RUSA)**

KURUKSHETRA UNIVERSITY, KURUKSHETRA  
HARYANA -136 119 (India)

**Request for Bids – Goods  
(National Competitive Bid)  
(Two-Envelope Bidding Process)**

**“Supply Installation Testing And Commissioning OF FIREWALL”**

BID REFERENCE	<b>ITC/NCB/RUSA2/FW/003</b>
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	<b>: 01/07/2021</b>
TIME AND DATE OF PRE-BID CONFERENCE	<b>: 07/07/2021 12:00 Noon</b>
LAST DATE FOR SALE OF BIDDING DOCUMENT	<b>: 29/07/2021</b>
LAST DATE AND TIME FOR RECEIPT OF BIDS	<b>: 29/07/2021 03:00 PM</b>
TIME AND DATE OF OPENING OF BIDS	<b>: 02/08/2021 10:00 AM</b>
PLACE OF OPENING OF BIDS	<b>Office of Director, I.T. Cell Room No. 10, Deans Building, Kurukshetra University, Kurukshetra Haryana-136119 (India)</b>
ADDRESS FOR COMMUNICATION	<b>Office of Director, I.T. Cell Room No. 10, Deans Building, Kurukshetra University, Kurukshetra Haryana-136119 (India)</b>

**TENDER NOTICE**  
**KURUKSHETRA UNIVERSITY, KURUKSHETRA**  
(Established by the State Legislative Act XII of 1956)

**Notice Inviting E-Tender**

On line bids/tenders are invited only from the registered firms on prescribed forms through E-tendering for below mentioned work. The tender form “along with conditions of contract” to be fulfilled, can be obtained from the website: **<https://etenders.hry.nic.in/nicgep/app>**

Sr. No.	Name of Work	Appx. cost (Rs in Lac.)	E/Money (In Rs.)	Bid fee + E- Service Fee	Start Date & Time for Bid Preparation & Submission	Expiry Date & Time for Bid preparation & Submission	Date & time for opening of Bid	
							Technical Bid	Financial Bid
1	Supply Installation Testing And Commissioning Of Firewall	30 Lac.	60000/-	1000/- + 1000/-	01/07/2021 01:00 PM	29/07/2021 03:00 PM	02/08/2021 10:00 AM	09/08/2021 10:00 AM

For other terms/ conditions of tenders may visit on website  
<https://etenders.hry.nic.in/nicgep/app>

**For any query may contact on telephone No. 01744-238321 Email id- director.it@kuk.ac.in**  
**The tender notice is also available on university website [www.kuk.ac.in](http://www.kuk.ac.in)**

**Registrar**

## DETAILED NOTICE INVITING TENDER

On line bids/tenders are invited only from the Registered firms on prescribed forms through E-tendering for below mentioned work. The tender form “along with conditions of contract” to be fulfilled, can be obtained from the website: <https://etenders.hry.nic.in/nicgep/app>

Sr. No.	Name of Work	Appx. cost (Rs in Lac.)	E/Money (In Rs.)	Bid fee + E- Service Fee	Start Date & Time for Bid Preparation & Submission	Expiry Date & Time for Bid preparation & Submission	Date & time for opening of Bid	
							Technical Bid	Financial Bid
1	Supply Installation Testing And Commissioning Of Firewall	30 Lac.	60000/-	1000/- + 1000/-	01/07/2021 01:00 PM	29/07/2021 03:00 PM	02/08/2021 10:00 AM	09/08/2021 10:00 AM

For other terms/ conditions of tenders may visit on website <https://etenders.hry.nic.in/nicgep/app>

1. The payment for the tender document fee and the e-service fee shall be made by eligible bidders online directly through debit cards/ internet banking accounts and the payment for the EMD can be made online directly through RTGS/ NEFT or OTC. Please refer to Online payment guideline available at Single e-Procurement Portal of Govt. of Haryana and also mentioned under tender document.

2. The intending bidders will be mandatorily required to online signup (create user account) on the website <https://etenders.hry.nic.in/nicgep/app> to be eligible to participate in the e tender.

**Important Note:**

1) The Applicants/bidders have to complete ‘Application / Bid Preparation & Submission’ stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as ‘Applications / bids not submitted’.

2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.

Interested bidders can read the instructions related to e-tender system from the website <https://etenders.hry.nic.in/nicgep/app> or can contact

**For  
queries  
on  
Tenders  
Haryana  
Portal,  
kindly  
contact**

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

**Tel :**

**Mobile :**

**E-Mail :**

**For any technical related queries please call at 24 x 7 Help Desk Number**

**0120-4001 002**

**0120-4001 005**

**0120-6277 787**

**International Bidders are requested to prefix 91 as country code**

**Email Support**

A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

**Technical - support-eproc(at)nic(dot)in**

Note: Contact our helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-tendering event. Also, for queries related to ePayment of EMD kindly contact the help desk at least 2 days prior to closing date & time of event.

# Standard Procurement Document

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# Standard Procurement Document

## Summary

### Specific Procurement Notice

#### Specific Procurement Notice - Request for Bids (RFB)

The template attached is the Specific Procurement Notice for Request for Bids method, two-envelope Bidding process. This is the template to be used by the Purchaser.

### Request for Bids – Goods (Two-Envelope Bidding Process)

#### PART 1 – BIDDING PROCEDURES

##### Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a two-envelope (2) Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

##### Section II - Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

##### Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

##### Section IV - Bidding Forms

This Section includes the forms for the Bid submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be completed and submitted by the Bidder as part of its Bid.

##### Section V - Eligible Countries

This Section contains information regarding eligible countries.

##### Section VI - Fraud and Corruption

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

## **PART 2 – SUPPLY REQUIREMENTS**

### **Section VII - Schedule of Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section VIII - General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

### **Section IX - Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not overwrite, the General Conditions and shall be prepared by the Purchaser.

### **Section X - Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.



**NATIONAL COMPETITIVE BIDDING FOR**

**SITC OF FIREWALL**

**SECTION I.**

**INVITATION FOR BIDS (IFB)**

**(Two-Envelope e-Bidding Process)**

**Country:** INDIA  
**Name of Project:** SITC Of Firewall  
**RFB Reference No.:** ITC/NCB/RUSA2/FW/003

1. The **Kurukshetra University RUSA Project Society (KURPS) of Kurukshetra University Kurukshetra** has received grant from **Ministry of Human Resource Development (MHRD), Government of India and State Government of Haryana** toward the cost of Goods, Works and Services under the **Rashtriya Uchchar Shiksha Abhiyan (RUSA), Component 4 (Quality and Excellence in Select State Universities)**, and intends to apply part of the proceeds toward payments under the contract for **“SITC OF FIREWALL”**
2. The **Kurukshetra University RUSA Project Society (KURPS) of Kurukshetra University Kurukshetra** now invites Online Bids (e-Tenders) from eligible Bidders for **“SITC OF FIREWALL”** as per the specifications enclosed at **section VII**.
3. A detailed Notice for inviting online Bids is given below. Interested eligible Bidders may obtain further information and the tender form “along with conditions of tender” to be fulfilled, from the website: <https://etenders.hry.nic.in> and <http://www.kuk.ac.in>.

Items & quantity	Supply Installation Testing And Commissioning Of One Firewall
Estimated Cost of the bid (Rs. In lacs)	<b>30 Lac Rs</b>
Earnest Money Deposit (Rs)	<b>60000/-</b>
Bid Fee	<b>1000/-</b>
E-Service Fee	<b>1000/-</b>
Bid Preparation & Submission	
Start Date & Time	<b>01/07/2021 01:00 PM</b>
Expiry Date & Time	<b>29/07/2021 03:00 PM</b>
Date & time for opening of Bids	
Technical Bid	<b>02/08/2021 10:00 AM</b>
Financial Bid	<b>09/08/2021 10:00 AM</b>
Place of opening of bids	<b>Office of the Director, I.T. Cell, Room No. 10, Deans Building, Kurukshetra University, Kurukshetra – 136 119 (Haryana) India</b>
Address for communication	<b>Director, I.T. Cell, Room No. 10, Deans Building, Kurukshetra University, Kurukshetra – 136 119 (Haryana) India</b>

4. **Detailed notice inviting tender can also be seen in the office of the Director, I.T. Cell during office hours.**
5. A prebid meeting will be held on **07/07/2021** at 12:00 Noon at the office of **Director, IT Cell, Room No. 10, Deans Building , Kurukshetra University, Kurukshetra** to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in **Clause 7.1** of 'Instructions to Bidders' of the bidding document.
6. Under this process, the Pre-qualification Quote/ Technical Qualification, online bid Applications form as well as online Price Bids are invited at single stage under two covers i.e. Pre-Qualification Quote /Technical Bid (online Bid under PQQ/ Technical Envelope) and Financial Bid (comprising of price bid Proposal under online available Commercial Envelope).
  - a. Eligibility and qualification of the bidder under first cover (PQQ/ Technical Envelope) will be first examined based on the details submitted online with respect to eligibility and qualification criteria prescribed in this Tender document.
  - b. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.
7. The payment for Tender Document (Bid) Fee and e-Service Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT. Please refer to 'Online Payment Guidelines' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
8. Interested bidders will be mandatorily required to online sign-up (create user account) on the website **<https://etenders.hry.nic.in>** to be eligible to participate in the e-Tender. He/She will be required to make online payment of EMD fee as mentioned above in due course of time. The bidder who fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his / her bids for the respective item / Tenders.
9. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. on or before **29/07/2021 by 03:00 PM** Hrs; and make payment via RTGS/ NEFT to the beneficiary account number specified under the online generated challan. The intended Bidder / Firm thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at **<https://etenders.hry.nic.in>**
10. The interested bidders shall have to pay mandatorily e-Service Fee (under document fee – Nonrefundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
  - The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
  - The Bidders can submit their tender documents (Online) as per the dates mentioned in the **key dates:-**

**Key Dates**

S. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/ Submission	07/07/2021 01:00 PM	29/07/2021 03:00 PM
2	Pre Bid Meeting		07/07/2021 12:00 Noon	
3	Technical Bid Opening		02/08/2021 10:00 AM	
4	Financial Bid Opening		09/08/2021 10:00 AM	

11. The bidders shall submit the hard copy of the technical/eligibility etc. documents in an envelope till

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29/08/2021 upto 03:00 PM Hrs to the **Director, Information Technology Cell (I. T. Cell), Kurukshetra University, Kurukshetra**. This envelope must be sealed and distinctly written “**TECHNICAL/ELIGIBILITY CONDITIONS etc. DOCUMENTS FOR THE “SITC OF FIREWALL”**”

TO BE OPENED ONLY BY THE AUTHORIZED PERSON/COMMITTEE during Technical Bid Opening on 02/08/2021

In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser’s office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

**Important Note:**

1. The Applicants/bidders have to complete ‘Application / Bid Preparation & Submission’ stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as ‘Applications / bids not submitted’.
2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of ‘Application/Bid Preparation & submission stage’ (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
4. In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present.
5. The bids shall be submitted online in two separate envelopes:

**Envelope 1: Technical Bid:** The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

**Envelope 2: Commercial Bid:** The bidders shall quote the prices in price bid format under Commercial Bid.

**CONDITIONS**

1. DNIT & pre-qualification criteria can be seen on any working day during office hours in office of the undersigned.
2. The tender shall remain valid for a minimum period of 3 months, from the date of tender opening.
3. The tender without earnest money/bid security will not be opened.
4. The undersigned reserve the right to reject any tender or all the tenders without assigning any reasons.
5. Conditional tenders will not be entertained & are liable to be rejected.
6. The tender of the bidder who does not satisfy the qualification criteria mentioned in **General Terms and Conditions Governing the Tenders for the Supply (Section-VIII), and Other Conditions for Financial Bids and Qualifying Criteria** of the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
7. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
8. The Jurisdiction of court will be at Kurukshetra.

**Director,  
Information Technology Cell (I.T. Cell)  
Kurukshetra University, Kurukshetra  
Haryana – 136 119 (India)  
Phone No: 01744-238321**

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## **Instructions to Bidder on Electronic Tendering System**

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

### **1. Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in>  
Please visit the website for more details.

### **2. Obtaining a Digital Certificate:**

- (i) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- (ii) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website - <https://etenders.hry.nic.in>
- (iii) The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from <https://etenders.hry.nic.in>  
**E -mail:** [eproc.nichry@yahoo.com](mailto:eproc.nichry@yahoo.com)  
**Help Desk:** 0120-4001 002, 0120-4200 462 and 0120-4001 005 (**Toll Free Number**)
- (iv) The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- (v) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- (vi) In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney/ lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- (vii) In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/company. The procedure for application of a digital certificate however will remain the same for the new user.
- (viii) The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **3. Opening of an Electronic Payment Account**

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>

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#### 4. Pre-requisites for online bidding

In order to bid online on the portal <https://etenders.hry.nic.in>, the user's machine must be updated with the latest Java. A help file on system setup/Pre-requisite can be obtained or downloaded from the home page of the website- <https://etenders.hry.nic.in>. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

#### 5. Online Viewing of Detailed Notice Inviting Tenders

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>

#### 6. Download of Tender Documents

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

#### 7. Key Dates

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

#### 8. Online Payment of Tender Document Fee, eService fee & EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

##### 8.1 Online Payment of Tender Document Fee + e-Service fee

The online payment for Tender document fee, e-Service Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and e-Service Fee can be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

##### 8.2 Preparation & Submission of Online Applications/Bids

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) **Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.
- (iii) **FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually.**

#### NOTE:

- (A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>
- (B) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'How to...?' to download the file.

#### ASSISTANCE TO THE BIDDERS

In case of any query regarding process of e-tenders, the intended bidder can also avail the following and can contact service provider as per below:

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<https://etenders.hry.nic.in>

**E - mail:** [eproc.nichry@yahoo.com](mailto:eproc.nichry@yahoo.com)

**Help Desk:** 0120-4001-002, 0120-4200-462 and 0120-4001-005 (**Toll Free Number**)

**Timing -** Technical Support Assistance will be available over telephone Monday to Friday (10:00 am. to 6:00 pm) & Saturday (11:00 am to 2:00Pm) for Training workshop.

- Contact our helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-tendering event. Also, for queries related to e-Payment of EMD, kindly contact the help desk at least 2 days prior to closing date & time of event.
- Intended bidders are mandatorily require to register their queries if there is any pertaining to the online bidding at the Single eProcurement Portal at email address [eproc.nichry@yahoo.com](mailto:eproc.nichry@yahoo.com)

### **Office Timings of Help-desk support for Single e Procurement Portal of Government of Haryana-**

- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. To 5:30 pm).
- All queries would require to be registered at our official [eproc.nichry@yahoo.com](mailto:eproc.nichry@yahoo.com) for on- time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help- desk)

### **Important Note**

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

**Haryana eProcurement Help Desk Office will remain closed on Saturday (except 4<sup>th</sup> Saturday), Sunday and National Holidays.**

## **Guideline for Online Payments at e-Procurement Portal of Government of Haryana**

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Bidder would have following options to make payment for tender document fee & EMD:

- A.** Debit Card
- B.** Net Banking
- C.** RTGS/NEFT

Operative Procedures for Bidder Payments:

### **A) Debit Card**

The procedure for paying through Debit Card will be as follows

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen. Bidder enters card

- 
- credentials and confirms payment.
  - (v) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
  - (vi) The page is automatically routed back to e-Procurement portal.
  - (vii) The status of the payment is displayed as “successful” in e-Procurement portal.
  - (viii) The e- Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
  - (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **B) Net Banking**

The procedure for paying through Net Banking will be as follows

- (i.) Bidder selects Net Banking option in e-Procurement portal.
- (ii.) The e-Procurement portal displays the amount to be paid by bidder.
- (iii.) Bidder clicks on “Continue” button.
- (iv.) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks.
- (v.) Bidder chooses his / her Bank.
- (vi.) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank.
- (vii.) Bidder enters his account credentials and confirms payment.
- (viii.) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix.) The page is automatically routed back to e-Procurement portal.
- (x.) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi.) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **C). RTGS /NEFT**

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- (i.) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- (ii.) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- (iii.) Each challan shall therefore include the following details that will be pre-populated:
  - Beneficiary account no: (unique alphanumeric code for e-tendering)
  - Beneficiary IFSC Code:
  - Amount:
  - Beneficiary bank branch:
  - Beneficiary name:
- (iv.) The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- (v.) The bidder would remit the funds at least T + 1 day (Transaction day + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- (vi.) Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On

clicking the same, system would do auto validation of the payment made.

S. No.	Scenario	Do's / Dont's
1.	<b>In the event of making Payment through NET BANKING/ NEFT/ RTGS</b>	<p><b>Do's</b></p> <ul style="list-style-type: none"> <li>• It is the bidder's responsibility to ensure that NET BANKING/ RTGS/ NEFT payments are made to the exact details as mentioned in the challan which are:               <ol style="list-style-type: none"> <li>I. Beneficiary account no: &lt;client code&gt; + &lt;random number&gt;</li> <li>II. Beneficiary IFSC Code: As prescribed by SBI Bank (this shall remain same across all tenders)</li> <li>III. Amount: As mentioned on the challan. It is specific for every tender/transaction</li> <li>IV. Beneficiary bank branch: SBI Bank Ltd, CMS</li> <li>V. Beneficiary name: As per the challan</li> </ol> </li> <li>• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD</li> <li>• It is advised that all the bidders make payment via NET BANKING /RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parties are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender</li> <li>• Bidder has to make only single payment against a challan as per the amount mentioned on the challan.</li> <li>• Bidder must do the payment before tender validity gets expired</li> </ul>

		<p><b>Dont's</b></p> <ul style="list-style-type: none"> <li>• Bidder should not enter erroneous details while filling the NET BANKING/ NEFT/ RTGS form at their bank. The following possibilities may arise               <ol style="list-style-type: none"> <li>I. Incorrect IFSC code mentioned: Transaction would be rejected and the amount would be refunded back in to the bidders account</li> <li>II. Incorrect Beneficiary account number mentioned (&lt;client code&gt; +&lt;random number&gt;): In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.</li> <li>III. Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto- refunded directly to bidder's account.</li> <li>IV. In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate.</li> </ol> </li> <li>• Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination.</li> <li>• Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the</li> </ul>
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		<p>bidder.</p> <ul style="list-style-type: none"><li>• Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder.</li></ul>
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**KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY (KURPS)**

Tender No. ITC/NCB/RUSA2/FW/003  
Kurukshetra University RUSA Project Society (KURPS)

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KURUKSHETRA UNIVERSITY, KURUKSHETRA  
HARYANA -136 119 (India)

Nodal Officer, RUSA  
***RashtriyaUchchatar Shiksha Abhiyan(RUSA)***  
KURUKSHETRA UNIVERSITY, KURUKSHETRA  
HARYANA -136 119 (India)

**Request for Bids – Goods  
(National Competitive Bid)  
(Two-Envelope Bidding Process)**

**“Supply Installation Testing And Commissioning of Firewall”**

BID REFERENCE	ITC/NCB/RUSA2/FW/003
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	: 01/07/2021
TIME AND DATE OF PRE-BID CONFERENCE	: 07/07/2021 12:00 Noon
LAST DATE FOR SALE OF BIDDING DOCUMENT	: 29/07/2021
LAST DATE AND TIME FOR RECEIPT OF BIDS	: 29/07/2021 03:00 PM
TIME AND DATE OF OPENING OF BIDS	: 02/08/2021 10:00 AM
PLACE OF OPENING OF BIDS	Office of Director, I.T. Cell, Room No. 10, Deans Building, Kurukshetra University, Kurukshetra Haryana- 136119(India)
ADDRESS FOR COMMUNICATION	Office of Director, I.T. Cell, Room No. 10, Deans Building, Kurukshetra University, Kurukshetra Haryana- 136119(India)

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# **PART 1 – Bidding Procedure**

# Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

<b>General</b>	
<b>Scope of Bid</b>	<p>1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified <b>in the Bid Data Sheet (BDS)</b>, the Purchaser, as specified <b>in the BDS</b>, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified <b>in the BDS</b>.</p> <p>1.2 Throughout this bidding document:</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, including, if <b>specified in the BDS</b>, distributed or received through the electronic-procurement system used by the Purchaser), with proof of receipt;</li> <li>(b) if the context so requires, “singular” means “plural” and vice versa; and</li> <li>(c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays.</li> </ul>
<b>2. Source of Funds</b>	<p>2.1 The <b>Kurukshetra University RUSA Project Society (KURPS) of Kurukshetra University Kurukshetra</b> (hereinafter called “Purchaser”) specified <b>in the BDS</b> has applied for or received financing (hereinafter called “grants”) from the <b>Ministry of Human Resource Development (MHRD), Government of India and Director General Higher Education (DGHE)</b> (hereinafter called “the Nodal Agency”) in an amount specified <b>in the BDS</b>, toward the project named <b>in the BDS</b>. The Purchaser intends to apply a portion of the grant to eligible payments under the contract for which this bidding document is issued.</p> <p>2.2 Deleted</p>
<b>3. Fraud and Corruption</b>	<p>3.1 The KURPS requires compliance with the Government’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Section VI, Fraud and Corruption.</p> <p>3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Nodal Agency to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Nodal Agency.</p>
<b>4. Eligible Bidders</b>	<p>4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution (subject to ITB 4.6), or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with</p>

the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Purchaser for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS reference ITB 2.1 (the name of the project), 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; or
- (h) has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to Nodal Agency throughout the Bidding process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative

	<p>Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.</p> <p>4.4 A Bidder may have the nationality of any country, subject to /the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.</p> <p>4.5 A Bidder that has been sanctioned by Nodal Agency, pursuant to Nodal Agency’s Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as Nodal Agency shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.</p> <p>4.6 Bidders that are state-owned enterprises or institutions in the Purchaser’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to Nodal Agency, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.</p> <p>4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.</p> <p>4.8 Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, and:</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Purchaser’s country prohibits commercial relations with that country, provided that Nodal Agency is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or</li> <li>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.</li> </ul>
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	<p>4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> <p>4.10 A firm that is under a sanction of debarment by the Purchaser from being awarded a contract is eligible to participate in this procurement, unless Nodal Agency, at the Purchaser’s request, is satisfied that the debarment;</p> <p>(a) relates to fraud or corruption; and</p> <p>(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.</p>
<b>5. Eligible Goods and Related Services</b>	<p>5.1 All the Goods and Related Services to be supplied under the Contract and financed by Nodal Agency may have their origin in any country in accordance with Section V, Eligible Countries.</p> <p>5.2 For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.</p> <p>5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
<b>Contents of Request for Bids Document</b>	
<b>6. Sections of Bidding Document</b>	<p>6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.</p> <p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I - Instructions to Bidders (ITB)</li> <li>• Section II - Bidding Data Sheet (BDS)</li> <li>• Section III - Evaluation and Qualification Criteria</li> <li>• Section IV - Bidding Forms</li> <li>• Section V - Eligible Countries</li> <li>• Section VI - Fraud and Corruption</li> </ul>
	<p><b>PART 2 Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• Section VII - Schedule of Requirements</li> </ul> <p><b>PART 3 Contract</b></p> <ul style="list-style-type: none"> <li>• Section VIII - General Conditions of Contract</li> <li>• Section IX - Special Conditions of Contract</li> <li>• Section X - Contract Forms</li> </ul>
	<p>6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.</p>

	<p>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.</p>
<p><b>7. Clarification of the Bidding Document</b></p>	<p>7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified <b>in the BDS</b>. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified <b>in the BDS</b>. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified <b>in the BDS</b>, the Purchaser shall also promptly publish its response at the web page identified <b>in the BDS</b>. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.</p>
<p><b>8. Amendment of Bidding Document</b></p>	<p>8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.</p>
<p><b>Preparation of Bids</b></p>	
<p><b>9. Cost of Bidding</b></p>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p> <p><u>Online Payment of Tender Document Fee + e-Service fee</u></p> <p>The online payment for Tender document fee, e-Service Fee &amp; EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and e-Service Fee can be made by bidders/ Vendors online directly through Debit Cards &amp; Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.</p>

<p><b>10. Language of Bid</b></p>	<p>10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified <b>in the BDS</b>. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified <b>in the BDS</b>, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<p><b>11. Documents comprising Bid</b></p>	<p>11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID”.</p> <p>11.2 The <b>Technical Part</b> shall contain the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Letter of Bid - Technical Part:</b> prepared in accordance with ITB 12;</li> <li>(b) <b>Bid Security or Bid-Securing Declaration:</b> in accordance with ITB 19.1;</li> <li>(c) <b>Alternative Bid - Technical Part:</b> if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;</li> <li>(d) <b>Authorization:</b> written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;</li> <li>(e) <b>Bidder’s Eligibility:</b> documentary evidence in accordance BDS</li> <li>(f) with ITB 17 establishing the Bidder’s eligibility to Bid;</li> <li>(g) <b>Qualifications:</b> documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;</li> <li>(h) <b>Eligibility of Goods and Related Services:</b> documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;</li> <li>(i) <b>Conformity:</b> documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;</li> <li>(j) any other document <b>required in the BDS</b>.</li> </ul> <p>11.3 The <b>Financial Part</b> envelope shall contain the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Letter of Bid – Financial Part:</b> prepared in accordance with ITB 12 and ITB 14;</li> </ul>

	<p>(b) <b>Price Schedules:</b> completed prepared in accordance with ITB 12 and ITB 14;</p> <p>(c) <b>Alternative Bid - Financial Part;</b> if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;</p> <p>(d) any other document <b>required in the BDS.</b></p> <p>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.</p> <p>11.5 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.</p> <p>11.6 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
<p><b>12. Letters of Bid</b></p>	<p>12.1. The Bidder shall prepare the Letter of Bid – Technical Part, and Letter of Bid – Financial Part using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.</p>
<p><b>13. Alternative Bids</b></p>	<p>13.1. Unless otherwise <b>specified in the BDS</b>, Alternative Bids shall not be considered.</p>
<p><b>14. Bid prices and Discounts</b></p>	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid - Financial Part and in the Price Schedules shall conform to the requirements specified below.</p> <p>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.</p> <p>14.3 The price to be quoted in the Letter of Bid - Financial Part, in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.</p> <p>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid - Financial Part, in accordance with ITB 12.1.</p> <p>14.5 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified <b>in the BDS</b>. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted</p>

	<p>with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified <b>in the BDS</b>, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.</p> <p>14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified <b>in the BDS</b>.</p> <p>14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:</p> <p>(a) For Goods manufactured in the Purchaser's Country:</p> <ul style="list-style-type: none"> <li>(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;</li> <li>(ii) any Purchaser's Country GST and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and</li> <li>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified <b>in the BDS</b>.</li> </ul> <p>(b) For Goods manufactured outside the Purchaser's Country, to be imported:</p> <ul style="list-style-type: none"> <li>(i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified <b>in the BDS</b>;</li> <li>(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the</li> </ul>
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	<p>named place of destination to their final destination (Project Site) specified <b>in the BDS</b>;</p> <p>(c) For Goods manufactured outside the Purchaser's Country, already imported:</p> <p>(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.</p> <p>(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;</p> <p>(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;</p> <p>(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and</p> <p>(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified <b>in the BDS</b>.</p> <p>(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p> <p>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).</p>
<p><b>15. Currencies of Bid and Payment</b></p>	<p>15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified <b>in the BDS</b>.</p> <p>15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.</p>
<p><b>16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services</b></p>	<p>16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p> <p>16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical</p>

	<p>specifications and standards specified in Section VII, Schedule of Requirements.</p> <p>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.</p> <p>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified <b>in the BDS</b> following commencement of the use of the goods by the Purchaser.</p> <p>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.</p>
<p><b>17. Documents Establishing the Eligibility and Qualifications of the Bidder</b></p>	<p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.</p> <p>17.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> <li>(a) that, if required <b>in the BDS</b>, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;</li> <li>(b) that, if required <b>in the BDS</b>, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</li> <li>(c) That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</li> </ul>
<p><b>18. Period of Validity of Bids</b></p>	<p>18.1. Bids shall remain valid for the Bid Validity period specified <b>in the BDS</b>. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance</p>

	<p>with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>18.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested (in accordance with ITB 19), it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.</p> <p>18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"> <li>(a) In the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor <b>specified in the BDS</b>.</li> <li>(b) In the case of adjustable price contracts, no adjustment shall be made.</li> <li>(c) In any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.</li> </ul>
<p><b>19. Bid Security</b></p>	<p>19.1. The Bidder shall furnish, as part of the Technical Part of its Bid, Bid Security, as specified <b>in the BDS</b>, in original form and, in the case of a Bid security, in the amount and currency specified <b>in the BDS</b>.</p> <p>19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.</p> <p>19.3. Deleted</p> <p>19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.</p> <p>19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 49.</p> <p>19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.</p> <p>19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part – Financial Part, or any extension thereto provided by the Bidder ; or</li> <li>(b) if the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) sign the Contract in accordance with ITB 48; or</li> <li>(ii) furnish a performance security in accordance with ITB 49.</li> </ul> </li> </ul>



	<p>19.8. The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.</p> <p>19.9. If a Bid security is <b>not required in the BDS</b>, pursuant to ITB 19.1, and</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part, or</li> <li>(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 48; or furnish a performance security in accordance with ITB 49;</li> </ul> <p>the Purchaser may, <b>if provided for in the BDS</b>, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time <b>as stated in the BDS</b>.</p>
<p><b>20. Format and Signing of Bid</b></p>	<p>20.1 The Bidder shall prepare the Bid, in accordance with ITB 11 and ITB 21.</p> <p>20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation <b>as specified in the BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p> <p>20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
<p><b>Submission of Bids</b></p>	
<p><b>21. Sealing and Marking of Bids</b></p>	<p>21.1 The Bidder shall deliver the Bid in two separate, sealed <b>envelopes</b> (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked “ORIGINAL BID”.</p> <p>21.2 In addition, the Bidder shall submit copies of the Bid in the number specified <b>in the BDS</b>. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES”. In the event of any discrepancy between the original</p>

	<p>and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”</p> <p>21.3 The envelopes marked “ORIGINAL BID” and “BID COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE BID”) shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.</p> <p>21.4 All inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> <li>(a) bear the name and address of the Bidder;</li> <li>(b) be addressed to the Purchaser in accordance with ITB 22.1;</li> <li>(c) bear the specific identification of this Bidding process indicated in ITB 1.1; and</li> <li>(d) bear a warning not to open before the time and date for Bid opening.</li> </ul> <p>21.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p><b>22. Deadline for Submission of Bids</b></p>	<p>22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified <b>in the BDS</b>. When so specified <b>in the BDS</b>, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified <b>in the BDS</b>.</p> <p>22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p><b>23. Late Bids</b></p>	<p>23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p><b>24. Withdrawal, Substitution, and Modification of Bids</b></p>	<p>24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies ). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> <li>(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies),</li> </ul>

	<p>and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and</p> <p>(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.</p> <p>24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.</p> <p>24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid and repeated in the Letter of Bid - Financial Part, or any extension thereof.</p>
<p><b>Public Opening of Technical Parts of Bids</b></p>	
<p><b>25. Public Opening of Technical Parts of Bids</b></p>	<p>25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at this Bid opening, publicly open and read out, in accordance with this ITB, all bids received by the deadline at the date, time and place specified <b>in the BDS</b> in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified <b>in the BDS</b>.</p> <p>25.2. First, the written notice of withdrawal in the envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.</p> <p>25.3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.</p> <p>25.4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.</p> <p>25.5. Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “FINANCIAL PART” shall remain sealed, and kept by the Purchaser in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked “TECHNICAL PART” the Purchaser shall read out: the name of the Bidder and whether there is a modification; and Alternative Bid the presence or absence of a Bid Security, if required and any other details as the Purchaser may consider appropriate.</p> <p>25.6. Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further in the</p>

	<p>evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified <b>in the BDS.</b></p> <p>25.7. At the Bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).</p> <p>25.8. Following the opening of the Technical Parts of the Bid the Purchaser shall prepare a record that shall include, as a minimum:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;</li> <li>(b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”;</li> <li>(c) the presence or absence of a Bid Security or Bid-Securing Declaration; and</li> <li>(d) if applicable, any Alternative Bid - Technical Part;</li> </ul> <p>25.9. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
<p><b>Evaluation of Bids - General Provisions</b></p>	
<p><b>26. Confidentiality</b></p>	<p>26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders, or any other persons not officially concerned with the Bidding process, until after the Purchaser transmits to all Bidders the Notification of Intention to Award the Contract in accordance with ITB 43.1.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.</p>
<p><b>27. Clarification of Bids</b></p>	<p>27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 35.</p> <p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser’s request for clarification, its Bid may be rejected.</p>
<p><b>28. Deviations, Reservations, and Omissions</b></p>	<p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) “Deviation” is a departure from the requirements specified in the bidding document;</li> </ul>

	<p>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and</p> <p>28.2 “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.</p>
<b>29. Nonconformities, Errors and Omissions</b>	<p>29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.</p> <p>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified <b>in the BDS</b>.</p>
<b>Evaluation of Technical Parts of Bids</b>	
<b>30. Evaluation of Technical Parts</b>	<p>30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, the BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.</p>
<b>31. Determination of Responsiveness</b>	<p>31.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>(a) if accepted, would:</p> <p style="padding-left: 40px;">(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</p> <p style="padding-left: 40px;">(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>31.2 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.</p> <p>31.3 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>

<p><b>32. Qualification of the Bidders</b></p>	<p>32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm different from the firm.</p>
<p><b>Public Opening of Financial Parts of Bids</b></p>	
<p><b>33. Public Opening of Financial Parts</b></p>	<p>33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and Nodal Agency has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:</p> <ul style="list-style-type: none"> <li>(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;</li> <li>(b) their envelope marked “FINANCIAL PART” will be returned to them unopened after the completion of the bid evaluation process and the signing of the Contract;</li> <li>(c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART”.</li> </ul> <p>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:</p> <ul style="list-style-type: none"> <li>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; and</li> <li>(b) their envelope marked “FINANCIAL PART” will be opened at the public opening of Financial Parts;</li> <li>(c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART”.</li> </ul> <p>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.</p> <p>33.4 At this public opening the Financial Parts will be opened by the Purchaser in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their envelopes marked “FINANCIAL PART” opened at the second public opening. Each of</p>

	<p>these envelopes marked “FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Purchaser may consider appropriate.</p> <p>33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid - Financial Part and the Price Schedules are to be initialed by a representative of the Purchaser attending the Bid opening in the manner specified <b>in the BDS</b>.</p> <p>33.6 The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked “FINANCIAL PART”.</p> <p>33.7 The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder whose Financial Part was opened;</li> <li>(b) the Bid price, per lot (contract) if applicable, including any discounts,</li> <li>(c) if applicable, any Alternative Bid - Financial Part.</li> </ul> <p>33.8 The Bidders whose envelopes marked ‘FINANCIAL PART’ have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
<b>Evaluation of Financial Parts of Bids</b>	
<p><b>34. Evaluation of Financial Parts</b></p>	<p>34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) evaluation will be done for Items or Lots (contracts), as specified <b>in the BDS</b>; and the Bid Price as quoted in accordance with ITB 14;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB 35.1;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB 14.4;</li> <li>(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36;</li> <li>(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and</li> <li>(f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.</li> </ul> <p>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.</p>

	<p>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.</p> <p>34.4 The Purchaser's evaluation of a Bid will exclude and not take into account:</p> <ul style="list-style-type: none"> <li>(a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;</li> <li>(b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;</li> <li>(c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.</li> </ul> <p>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified <b>in the BDS</b> from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f).</p>
<p><b>35. Correction of Arithmetical Errors</b></p>	<p>35.1 In evaluating the Financial Part of each Bid, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li> </ul> <p>35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1 and ITB 35.2, shall result in the rejection of the Bid.</p>
<p><b>36. Conversion to Single Currency</b></p>	<p>36.1 For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as specified <b>in the BDS</b>.</p>



<b>37. Margin of Preference</b>	37.1 Unless otherwise specified <b>in the BDS</b> , a margin of preference shall not apply.
<b>38. Comparison of Financial Parts</b>	38.1 The Purchaser shall compare the evaluated costs of the Bids to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Purchaser's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
<b>39. Abnormally Low Bids</b>	<p>39.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid Price.</p> <p>39.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>39.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.</p>
<b>40. Most Advantageous Bid</b>	<p>40.1 Having compared the evaluated costs of Bids, the Purchaser shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:</p> <p>(a) substantially responsive to the bidding document, and</p> <p>(b) the lowest evaluated cost.</p>
<b>41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b>	41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
<b>42. Standstill Period</b>	42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by Nodal Agency, the Standstill Period shall not apply.
<b>43. Notification of Intention to Award</b>	43.1 The Purchaser shall send to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of

	<p>Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) the name and address of the Bidder submitting the successful Bid;</li> <li>(b) the Contract price of the successful Bid;</li> <li>(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;</li> <li>(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;</li> <li>(e) the expiry date of the Standstill Period;</li> <li>(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.</li> </ul>
<b>Award of Contract</b>	
<b>44. Award Criteria</b>	44.1 Subject to ITB 41, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
<b>45. Purchaser's Right to Vary Quantities at Time of Award</b>	45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages <b>specified in the BDS</b> , and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.
<b>46. Notification of Award</b>	<p>46.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").</p> <p>46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Purchaser;</li> <li>(b) name and reference number of the contract being awarded, and the selection method used;</li> <li>(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;</li> <li>(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;</li> <li>(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and</li> <li>(f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 48.1.</li> </ul>

	<p>46.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.</p> <p>46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p>
<p><b>47. Debriefing by the Purchaser</b></p>	<p>47.1 On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.</p> <p>47.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period</p> <p>47.3 Where a request for debriefing is received by the Purchaser later than the three (3) Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.</p> <p>47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.</p>
<p><b>48. Signing of Contract</b></p>	<p>48.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.</p> <p>48.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.</p> <p>48.3 Notwithstanding ITB 48.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be</p>

	<p>bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of Nodal Agency that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.</p>
<p><b>49. Performance Security</b></p>	<p>49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18 using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.</p> <p>49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the Most Advantageous Bid.</p>
<p><b>50. Procurement Related Complaint</b></p>	<p>50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.</p>

## Section II - Bid Data Sheet (BDS)

The following specific data for the Goods to be procured shall complement, supplement, and/or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is : <b>ITC/NCB/RUSA2/FW/003</b></p> <p>The Purchaser is: <b>Kurukshetra University RUSA Project Society (KURPS) of Kurukshetra University Kurukshetra.</b></p> <p><b>The name of the RFB is: SITC OF FIREWALL</b></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>One</b></p>
ITB 1.2(a)	<p><b>Electronic-Procurement System</b></p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> and it is accessible either directly or through Kurukshetra University official website <a href="http://www.kuk.ac.in">http://www.kuk.ac.in</a>.</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process:</p> <p>online bid Applications i.e RFB/ Tender form sale</p> <p>Pre-qualification Quote/ Technical Qualification form as well as online Price Bids are invited at single stage under two covers i.e.</p> <ol style="list-style-type: none"> <li>i. Pre-Qualification Quote /Technical Bid (online Bid under PQQ/ Technical Envelope) and</li> <li>ii. Financial Bid (comprising of price bid Proposal under online available Commercial Envelope)</li> </ol>
ITB 2.1	<p>The Purchaser is: <b>Kurukshetra University RUSA Project Society (KURPS) of Kurukshetra University Kurukshetra</b></p> <p><b>The name of the Project is: SITC of Firewall</b></p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: <b>2 (Two)</b>
ITB 4.5	A list of debarred firms and individuals is available on Nodal Agency's external website: <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> .
<b>B. Contents of Bidding Document</b>	
ITB 7.1	For <b>Clarification of Bid purposes</b> only, A prebid meeting will be held on <b>07/07/2021</b> at 12:00 Noon hrs. at the office of

	<p><b>Director, I.T. Cell, Room No. 10, Deans Building , Kurukshetra University, Kurukshetra</b> to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 6.2 of ‘Instructions to Bidders’ of the bidding document.</p> <p><b><u>Address:</u></b></p> <p><b>Director, I.T. Cell Room No. 10, Deans Building, Kurukshetra University, Kurukshetra Haryana-136119 (India)</b></p> <p><b>Telephone:</b> +91 1744- 238321</p> <p>Electronic mail address: <a href="mailto:director.it@kuk.ac.in">director.it@kuk.ac.in</a></p> <p>Web page: <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> and it is accessible either directly or through Kurukshetra University official website <a href="http://www.kuk.ac.in">http://www.kuk.ac.in</a>.</p>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The language of the Bid is: <b>“English”</b> only. All correspondence exchange shall be in English language.
<b>ITB 11.2 (i) &amp; 11.3 (d)</b>	The Bidder shall submit the following additional documents in its Bid(if any):
<b>ITB 13.1</b>	Alternative Bids (Technical and Financial Parts) <b>“shall not be”</b> considered.
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>“shall not”</b> be subject to adjustment during the performance of the Contract.
<b>ITB 14.6</b>	Prices quoted for each lot (contract) shall correspond at least <b>to 100</b> percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot.
<b>ITB 14.7</b>	The Incoterms edition is: 2020
<b>ITB 14.8 (a)(iii), (b)(ii) and (c)(v)</b>	Final Destination (Project Site): <b>Kurukshetra University Kurukshetra, Haryana-136119 (India),</b> <b>Telephone No.- 01744-238321</b> <b>Email address : <a href="mailto:itcell@kuk.ac.in">itcell@kuk.ac.in</a></b>
<b>ITB 14.8 (b)(i) and (c)(v)</b>	Place of Destination: <b>Kurukshetra University Kurukshetra, Haryana-136119 (India).</b>
<b>ITB 15.1</b>	The Bidder is required to quote in the currency of the Purchaser’s Country ( <b>INR only</b> ) the portion of the Bid price that corresponds to expenditures incurred in that currency.
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>at least Five years</b>

ITB 17.2 (a)	Manufacturer's authorization is: <b>"required"</b>
ITB 17.2 (b)	After sales service is: <b>"required"</b>
ITB 18.1	The Bid validity period shall be <b>90</b> days.
ITB 18.3 (a)	<b>"Prices quoted by Bidder shall be fixed during the bidder's performance of contract"</b>
ITB 19.1	A Bid Security <b>"shall be"</b> required. A Bid-Securing Declaration <b>"shall not be"</b> required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be <b>"online deposited as specified in IFB"</b>
ITB 19.3 (d)	Other types of acceptable securities: <b>"None"</b>
ITB 19.9	If the Bidder performs any of the actions prescribed in subparagraphs ITB 19.9 (a) or (b), the Purchaser will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of <b>"atleast 3 years"</b> years.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>"a written authorization shall be attached to the bid"</b>
<b>D. Submission of Bids</b>	
ITB 21.2	In addition to the original of the Bid, the number of copies <b>"1"</b> .
ITB 22.1	For <b><u>Bid submission purposes</u></b> only, the Purchaser's address is <b>Director, IT Cell</b> , <b>Room No. 10, Deans Building ,</b> <b>Kurukshetra University, Kurukshetra</b> <b>Haryana-136119 (India)</b>  Attention: Director, IT Cell Street Address: <b>"Dean Building, Kurukshetra University"</b> Floor/ Room number: <b>"Room No. 10 / Deans Building"</b> City: <b>"Kurukshetra"</b> ZIP/Postal Code: <b>"136119"</b> Country: <b>"India"</b> <b>The deadline for Bid submission is:</b> Date: Time: Bidders <b>"shall"</b> only have the option of submitting their Bids electronically. The electronic bidding submission procedures shall be: <ol style="list-style-type: none"><li>1. Under this process, the Pre-qualification Quote/ Technical Qualification, online bid Applications form as well as online Price Bids are invited at</li></ol>

single stage under two covers i.e. Pre-Qualification Quote /Technical Bid (online Bid under PQQ/ Technical Envelope) and Financial Bid (comprising of price bid Proposal under online available Commercial Envelope).

- c. Eligibility and qualification of the bidder under first cover (PQQ/ Technical Envelope) will be first examined based on the details submitted online with respect to eligibility and qualification criteria prescribed in this Tender document.
  - d. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.
2. The payment for Tender Document (Bid) Fee and e-Service Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT. Please refer to 'Online Payment Guidelines' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
  3. Interested bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. He / She will be required to make online payment of EMD fee as mentioned above in due course of time. The bidder who fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his / her bids for the respective item / Tenders.
  4. **The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. on or before 29/07/2021 upto 03:00 PM Hrs;** and make payment via RTGS/ NEFT to the beneficiary account number specified under the online generated challan. The intended Bidder / Firm thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>
  5. The interested bidders shall have to pay mandatorily e-Service Fee (under document fee – Nonrefundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
    - The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
    - The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates.

**Important Note:**

1. The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.



2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
4. In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present.

“The bids shall be submitted online in two separate envelopes:

**Envelope 1: Technical Bid:** The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

**Envelope 2: Commercial Bid:** The bidders shall quote the prices in price bid format under Commercial Bid.”

The bidders shall submit the hard copy of the technical/eligibility etc. documents in an envelope till 29/07/2021 upto 03:00 PM Hrs to the **Director, Information Technology Cell (I. T. Cell), Kurukshetra University, Kurukshetra**. This envelope must be sealed and distinctly written “TECHNICAL/ELIGIBILITY CONDITIONS etc. DOCUMENTS FOR THE “SITC OF FIREWALL”

TO BE OPENED ONLY BY THE AUTHORIZED PERSON/COMMITTEE during Technical Bid Opening on 02/08/2021 at 10:00 AM.

#### CONDITIONS

1. DNIT & Pre-qualification criteria can be seen on any working day during office hours in office of the undersigned.
2. The tender shall remain valid for a minimum period of 3 months, from the date of tender opening.
3. The tender without earnest money/bid security will not be opened.
4. The undersigned reserve the right to reject any tender or all the tenders without assigning any reasons.
5. Conditional tenders will not be entertained & are liable to be rejected.
6. The tender of the bidder who does not satisfy the qualification criteria mentioned in **General Terms and Conditions Governing the Tenders for the Supply and Other Conditions for Financial Bids and Qualifying Criteria** of the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
7. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
8. The Jurisdiction of court will be at Kurukshetra.

<b>ITB 25.1</b>	<p style="text-align: center;"><b>E. Public Opening of Technical Parts</b></p> <p>The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend.</p> <p>The Bid opening shall take place at: <b>“office of Director I.T. cell”</b></p> <p>Street Address: <b>“Kurukshetra University”</b></p> <p>Floor/Room number: <b>“10, Deans Building”</b></p> <p>City: <b>“Kurukshetra”</b></p> <p>Country: <b>“India”</b></p> <p>Date:</p> <p>Time:</p> <p>The Bidders representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20. Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.</p>
<b>ITB 25.6</b>	<p>The Letter of Bid - Technical Part and the sealed envelope marked “Second Envelope - Financial Part” shall be initialed by <b>“2”</b> Representatives of the Purchaser conducting Bid opening <b>Director, I.T. Cell.</b></p>
<b>F. Evaluation of Bids – General Provisions</b>	
<b>ITB 29.3</b>	Deleted
<b>H. Public Opening of Financial Parts</b>	
<b>ITB 33.5</b>	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the location, date and time of the public opening of Financial Parts.</p> <p>[Option 1, if available]: The Purchaser shall publish a notice of the public opening of the Financial Parts on its website.</p> <p>Option 2: Any interested party who wishes to attend this public opening may contact the authorities and request to be notified of the location, date and time of the public opening of Financial Parts. The request should be made before the deadline for submission of Bids, stated above. No bidders shall be allowed to attend without notifying the concerned authorities three days prior to the opening date.</p>
<b>I. Evaluation of Bids - Financial Parts</b>	
<b>ITB 34.1(a)</b>	Evaluation will be done for <b>“Lots (contract)”</b>

	“Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.”
<b>ITB 34.5</b>	<b>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</b> (a) Deviation in Delivery schedule: <b>Yes</b> (b) Deviation in Payment schedule: <b>Yes</b>
<b>ITB 36.1</b>	The currency that shall be used for Bid evaluation is: <b>“Indian Rupees Only”</b>
<b>ITB 37.1</b>	A margin of domestic preference <b>“Shall not”</b> apply.
	<b>J. Award of Contract</b>
<b>ITB 45.1</b>	<b>The maximum percentage by which quantities may be increased is: “15 percent”</b> <b>The maximum percentage by which quantities may be decreased is: “15 percent”</b>
<b>ITB 48.1</b>	The successful Bidder <b>“shall”</b> submit the Beneficial Ownership Disclosure Form.
<b>ITB 50.1</b>	Deleted

## Section III - Evaluation and Qualification Criteria

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This Section contains the criteria that the Purchaser shall use to evaluate Bids and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

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The Purchaser shall use the criteria and methodologies listed in this Section to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) Substantially responsive to the bidding document, and
- (b) The lowest evaluated cost.

## **TECHNICAL PART**

### **1. Qualification (ITB 32)**

#### **1.1 Qualification Criteria (ITB 32.1)**

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) **If the Bidder is a manufacturer:**

(i) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- a) Minimum financial turnover of Rs. 10000000/- in last three years.

(i) **Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- a) The bidder should be a manufacturer/ authorized representative who must have manufactured/ supplied the equipment(s)/ items similar to the type specified in the 'schedule of requirements'.
- b) The bidder should have supplied similar equipment to the Government Agencies for last three years prior to bid opening.
- c) The bidder should have a minimum 5 years of experience in SITC OF FIREWALL as on the tender submission date.
- d) Bidder should be ISO certified.
- e) The bidder must comprise a single company. No consortium is allowed.
- f) Bidder must have a service center for providing technical support in nearby locations.
- g) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection if required.
- h) The bidder must be registered under the relevant laws, such as Companies Act, Partnership Act etc. (copies of relevant documents must be submitted)

- 
- i) The product should not be manufactured and assembled in China.
  - j) During the past 3 (three) years the bidder has successfully installed and commissioned similar works in Government organization, autonomous institution, universities or reputed private organizations:
    - (i) 03 similar work each costing not less than 40% of estimated cost.
    - (ii) 02 similar work each costing not less than 60% of estimated cost.
    - (iii) 01 similar work costing not less than 80% of the estimated cost.

Completion certificate issued by Competent Authority will only be considered as credential.

**(ii) Documentary Evidence Eligibility criteria:**

1. Bidders should submit the attested copies of appropriate documents related to:
  - (a) The Legal Status,
  - (b) Place of registration
  - (c).Principal place of business of the company or firm or partnership.
2. The Bidders should furnish the details of their TIN/GST & PAN Number (Submission of copy of acknowledgement of Income Tax for the last three financial years)
3. The bidder should submit minimum one satisfactory Performance Certificates issued in last three years from Government / PSU customers.
4. A certificate (affidavit) to be signed by the MD/CEO of the company that they have not been debarred or blacklisted for any services, supplies or products dealing in, by any organization or educational institute/university or central/state government and no criminal case/legal proceedings are pending or industrial dispute is pending or contemplated against them.
5. CA Certified Balance Sheet with ITR to be submitted.
6. Reports on Financial standings of the bidder such as profit and loss statements, balance sheets and Auditor's report for the past three years.
7. Details of the service centres and information on service support facilities that would be provided after the warranty period.
8. Tender specific original ink signed MAFs from the OEM's for all quoted products.

(b) **If Bidder is not a manufacturer:**

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications mentioned in Technical Part 1.1(a).

**The eligibility criteria for the OEM are as under:**

- a) OEM should be of National and International repute & should be in business from last 10 years
- b) OEM should have presence in India at least from last 5 years & having service support in India & Haryana.
- c) OEM Should have support office in India.
- d) OEM Should confirm **min 5 years** support from date of sale.
- e) OEM's all contact details with office, contact person, mail id, on letter head of OEM to be provided, with tender details.
- f) It should be OEM for the offered products.
- g) The OEM must be registered under the relevant laws, such as Companies Act, Partnership Act etc. (copies of relevant documents must be submitted)
- h) It should have all the valid registration for all statutory requirements Namely PAN, TIN, TAN, GST and Service tax (as applicable).
- i) It should be ISO Certified and should be OEM for the offered product/s only. (Submit relevant documents for all above).
- j) OEM should have development center in india.
- k) The Firewall Operating System shall be tested and certified for EAL 4 Common Criteria or under Indian Common Criteria Certification Scheme by regulations of Govt. of India appliance should have ICSA for Firewall.
- l) Proposed Appliance should have ICSA for Firewall.
- m) Proposed solution should be recommended by NSS labs as per 2019 NSS lab reports with Evasions block 99%
- n) Proposed solution should have presences in Gartner's
- o) OEM should have Support center in India and should be available 24\*7\*365 via email, phone and remote assistance.

The period for correction of defects in the warranty period is **48 hours**.

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## FINANCIAL PART

2. Deleted

### 3. Evaluation (ITB 30, 31, and 34)

#### 3.1. Evaluation Criteria (ITB 34.5)

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:

- (a) Substantially responsive to the bidding document, and
- (b) The lowest evaluated cost.

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.1(f) and in BDS referring to ITB 34.5, using the following criteria and methodologies.

(a) **Delivery schedule. (As per Incoterms specified in the BDS)**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. Bids offering delivery beyond Six Weeks of stipulated delivery period will be treated as unresponsive.

(b) **Deviation in payment schedule.**

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a **rate of 8% percent** per annum.

(c) **Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid.**

The cost to the purchaser of establishing the minimum services facilities and parts inventories, as outlined elsewhere in the bidding documents, if quoted separately, shall be added to the bid price. Tenderers must give undertaking for supply of spare parts for a period of 5 years.

(d) **Cost of maintenance Services after warranty period**

**After expiring warranty period, Annual maintenance contract (AMC) charges would be payable. Tenderers are required to quote for post warranty Annual Maintenance Contract (AMC) for a period of two years after expiry of the warranty period along with their offers. The cost of 2 years maintenance services charge after the warranty period will be added to bid price for each schedule after discounting to the net present values at a rate of 8% percent.**



## Bill of Quantity

<b>FIREWALL</b>				
Sr.No	Description	Quantity	Unit Price	Total
1.	SITC OF FIREWALL IN SERVER ROOM.	1		
Total Cost				
<b>Annual Maintenance Cost</b>				
Sr. No	Particulars	Cost (In Rupees)		
1.	Rate of AMC Cost for 2 years after expiry of warranty Period			

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# Section IV - Bidding Forms

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## Letter of Bid – Technical Part

**Date of this Bid submission: 30/03/2021**

**RFB No: ITC/NCB/RUSA2/FW/003**

**To: Kurukshetra University, Kurukshetra**

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Purchaser's country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: Supply Installation Testing And Commissioning Of One Firewall.
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than Alternative Bids submitted in accordance with ITB 13;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Nodal Agency or a debarment imposed by the Nodal Agency in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Nodal Agency and other development banks. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** \_\_\_\_\_
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

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**Name of the Bidder:** \_\_\_\_\_

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:**

\_\_\_\_\_

**Title of the person signing the Bid:** \_\_\_\_\_

**Signature of the person named above:** \_\_\_\_\_

**Date signed** \_\_\_\_\_

---

## Letter of Bid –Financial Part

**Date of this Bid submission:** \_\_\_\_\_

**RFB No.:** ITC/NCB/RUSA2/FW/003

**To:** \_\_\_\_\_

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is \_\_\_\_\_

In case of multiple lots, the total price of each lot is \_\_\_\_\_

In case of multiple lots, total price of all lots (sum of all lots) \_\_\_\_\_

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: \_\_\_\_\_

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: \_\_\_\_\_

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** \_\_\_\_\_

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \_\_\_\_\_

**Title of the person signing the Bid:** \_\_\_\_\_

**Signature of the person named above:** \_\_\_\_\_

**Date signed** \_\_\_\_\_

## Bidder Information Form

1. Bidder's Name :
2. In case of JV, legal name of each member :
3. Bidder's actual or intended country of registration:
4. Bidder's year of registration:
5. Bidder's Address in country of registration:
6. Bidder's Authorized Representative Information  Name:  Address:  Telephone numbers:  Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not under the supervision of the Purchaser</li></ul>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership (The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form)

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## Bidder's JV Members Information Form

RFB No.: \_\_\_\_\_

Date: \_\_\_\_\_  
Page \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name:
2. Bidder's JV Member's name:
3. Bidder's JV Member's country of registration:
4. Bidder's JV Member's year of registration:
5. Bidder's JV Member's legal address in country of registration:
6. Bidder's JV Member's authorized representative information Name: Address: Telephone numbers: Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. (The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form)

# Price Schedule Forms

## Price Schedule: Goods Manufactured outside the Purchaser's Country, to be imported

Date: _____								
(Group C Bids, goods to be imported)								
Currencies in accordance with ITB 15								
RFBNo: _____								
PageN <sup>o</sup> _____ of _____								
1	2	3	4	5	6	7	8	9
Line item  No	Description of Goods	Country of Origin	Delivery Date as defined by Inc terms	Quantity and physical unit	Unit price  CIP [insert place of destination]  in accordance with ITB 14.8(b)(i)	CIP Price per line item  (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination as specified in BDS	Total Price per Line item  (Col. 7+8)
								/
Total Price								

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

Note : All duties, taxes and other levies including the transportation expenses are payable by the supplier/Agencies/ company/ service provider/ solution providers and shall be included in the total price. The charges not specified in the tender shall not be entertained.



**Price Schedule: Goods Manufactured outside the Purchaser's Country, already imported**

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported\***

(Group CBids, Goods already imported)										Date: _____	
Currencies in accordance with ITB 15										RFBNº: _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item No	Description of Goods	Country of Origin	Delivery Dates as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of customs duties and import taxes, in accordance with ITB 14.8(c)(iii) (Col. 6 minus Col. 7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5 x 8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8(c)(v)	Sales and other taxes payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv))	Total Price per item (Col. 9+10)
										Total Bid Price	

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

**Note :** All duties, taxes and other levies including the transportation expenses are payable by the supplier/Agencies/ company/ service provider/ solution providers and shall be included in the total price. The charges not specified in the tender shall not be entertained.

## Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____								(Group A and B Bids)		Date: _____
Currencies in accordance with ITB 15								RFB No: _____		Page N° _____ of _____
1	2	3	4	5	6	7	8	9	10	
Line Item No	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4 x 5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to the final destination	Cost of local labor, raw materials and component s from within the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)	
<b>Total Price</b>										

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

**Note :** All duties, taxes and other levies including the transportation expenses are payable by the supplier/ Agencies/ company/ service provider/ solution providers and shall be included in the total price. The charges not specified in the tender shall not be entertained.

## Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____
						RFB No. _____
						Page No. _____ of _____
1	2	3	4	5	6	7
Service No.	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<b>Total Bid Price</b>						

**Name of Bidder** \_\_\_\_\_ **Signature of Bidder** \_\_\_\_\_ **Date** \_\_\_\_\_

**Note:** All duties, taxes and other levies including the transportation expenses are payable by the supplier/Agencies/ company/ service provider / solution providers and shall be included in the total price. The charges not specified in the tender shall not be entertained.

---

# Form of Bid Security

(Bank Guarantee)

**Beneficiary:** \_\_\_\_\_

**RFB No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

Signature \_\_\_\_\_

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## Form of Bid Security (Bid Bond)

BOND NO. \_\_\_\_\_

BY THIS BOND \_\_\_\_\_ as Principal (hereinafter called "the Principal"), and \_\_\_\_\_, **authorized to transact business in** \_\_\_\_\_, as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_, 20\_\_, for the supply of \_\_\_\_\_ (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

Apply Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

---

## Form of Bid-Securing Declaration

Date: \_\_\_\_\_  
RFB No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding or submitting proposals in any contract with the Purchaser for the period of time of \_\_\_\_\_ starting on \_\_\_\_\_, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) Have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_

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## Manufacturer's Authorization Form

Date: \_\_\_\_\_  
RFB No.: \_\_\_\_\_

To: \_\_\_\_\_

**WHEREAS**

We \_\_\_\_\_, who are official manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_, do hereby authorize \_\_\_\_\_ to submit a Bid the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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## **Section V - Eligible Countries**

### **Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement**

Inreference to ITB4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB4.8 (a) and ITB 5.1:



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# Section VI - Fraud and Corruption

(Section VI shall not be modified)

## 1. Purpose

1.1 Nodal Agency's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

## 2. Requirements

2.1 Nodal Agency requires that Purchasers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, Nodal Agency:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of Nodal Agency's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if Nodal Agency determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if Nodal Agency determines at any time that representatives of the Purchaser or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Purchaser having taken timely and appropriate action satisfactory to Nodal Agency to address such practices when they occur, including by failing to inform Nodal Agency in a timely manner at the time they knew of the practices;

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- d. Pursuant to Nodal Agency's Anti-Corruption Guidelines, and in accordance with Nodal Agency's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by Nodal Agency or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit Nodal Agency to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by Nodal Agency.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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## **PART 2 – Supply Requirements**

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# Section VII - Schedule of Requirements

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## **Schedule of Requirements**

## 1. List of Goods and Delivery Schedule

Line item no	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [ <i>to be provided by the Bidder</i> ]

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## 2. List of Related Services and Completion Schedule

<b>Service</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>

### 3. Technical Specifications

Technical Specifications for the purchase of **SITC OF FIREWALL at Kurukshetra University** through National Competitive Bid (NCB) RFB No. **ITC/NCB/RUSA2/FW/003** under **Rashtriya Uchchatar Shiksha Abhiyan (RUSA)**, Kurukshetra University RUSA Project Society (KURPS), of Kurukshetra University, Kurukshetra, Haryana (India)-136119

<b>GENERAL</b>		
1.	Must have a 64-bit hardware platform & based on Multi-Core Architecture with Optimization for excellent throughput for all your key processes.	
2.	The Proposed solution should have option for visibility into encrypted traffic flows, support for TLS 1.3 without downgrading the performance.	
3	The device should be having security functions like Firewall, VPN (IPsec Site to Site & SSL Client VPN), Gateway level antivirus, Category based web and application filtering, Intrusion prevention system, Traffic shaping, DoS/DDoS, WAF, Anti-Spam.	
<b>INTERFACE AND CONNECTIVITY</b>		
4	Firewall must be supplied with minimum 8 nos. of 10/100/1000 GbE copper interfaces and 2 nos. of SFP+ from day one and should have four expansion slots to include additional port modules to accommodate SFP+ { 10 Gig) and QSFP+ (40Gig) or SFP (1 Gig Fiber) to meet organization's future requirements.	
<b>TECHNICAL</b>		
5	Support a minimum of 1024 VLANs.	
6	Built in storage capacity of integrated Minimum 400 GB for Logs and reports	
7	The Proposed solution should have Min 32GB of RAM/Memory or higher to handle network traffic volumes.	
8	Should have option for LAN bypass in case hardware fails network should pass without interruption.	
9	Proposed solution should have internal Hot Swap Redundant PSU.	
10	Firewall should block attacks such as DoS, IP/ ICMP/ TCP-related.	
11	Encryption support of AES 128-256 bit, 3DES 56-168 bit.	
12	Proposed solution should have authentication agents for client OS platform supporting on Windows, MAC, Linux, mobile devices platforms. May also support clientless authentication	
13	Local, Active Directory, LDAP Server, RADIUS, TACACS+, eDirectory and Kerberos authentication methods.	
<b>PERFORMANCE</b>		
14	Firewall must support at least 30 million concurrent connections.	
15	Firewall must support at least 200,000 new sessions per second processing.	
16	Firewall should support up to 80 Gbps of Firewall throughput.	
17	Firewall should support integrated IPS throughputs of minimum 20 Gbps.	
18	Firewall should have a minimum Threat Protection throughput 8 Gbps.	
19	Firewall should have a minimum NGFW throughput of 16 Gbps.	
20	<b>FIREWALL FILTERING</b>	



21	Firewall should support the standard Layer 3 mode of configuration with Interface IPs. It should be possible to protect the firewall policies from being compromised.	
22	Firewall must provide filtering capability that includes parameters like source addresses, destination addresses, source and destination port numbers, protocol type.	
23	Firewall should be able to filter traffic even if the packets are fragmented.	
24	All known internet-based applications should be supported for filtering; like Telnet, FTP, SMTP, HTTP, DNS, ICMP, DHCP, ARP, etc.	
25	Firewall should support SSL inspection over HTTPS	
26	Firewall should support CLI and GUI based access to the firewall modules.	
27	<b>FIREWALL LOGGING, STATISTICS AND REPORTING</b>	
28	Firewall logs must contain information about the firewall policy rule that triggered the log.	
29	Firewall must provide at a minimum basic statistic about the health of the firewall and the amount of traffic traversing the firewall.	
30	Firewall should have support to log (in detail) all connections which are blocked or pass through the firewall.	
31	Firewall should have support to generate performance statistics on real-time basis.	
32	Firewall should have the capability to produce reports which measure usage.	
33	Firewall should have application-based and user-based logs.	
	<b>URL FILTERING</b>	
34	Firewall should support minimum of at least 80+ predefined categories.	
35	Blacklist and White listing based on IPs and URLs.	
36	Exceptions based on network objects defined.	
37	Notification of custom messages or URL redirection.	
	<b>INTRUSION PREVENTION</b>	
38	IPS should protect for 20000+ Signatures database.	
39	Firewall should block attacks such as DoS- SYN, IP/ICMP/TCP/UDP related attacks.	
40	Solution should have IPS deep packet inspection engine with an option to select IPS patterns which can be applied firewall rule for better protection and should have option to create custom signature	
41	Firewall should block attacks such as DNS cache poisoning, FTP bounce, improper commands.	
	<b>Security</b>	
42	Protects HTTP, HTTPS, FTP, POP3, POP3S, IMAP, IMAPS, SMTPS and SMTP.	
43	Pattern-based spyware blocking at the gateway.	
44	Centralized, daily updates, automatic and manual updates or offline update.	
45	Advanced Threat Protection should have Instant identification and immediate response to today's most sophisticated attacks. Multi-layered protection identifies threats instantly	
	<b>APPLICATION CONTROL</b>	

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46	Firewall should have feature to identify, allow, block or limit usage of applications beyond ports and protocols.	
47	Firewall should provide protection against Block potentially unwanted applications	
48	Application signature database of 3000+ Applications for Application Control	
	<b>License</b>	
49	24 X 7 support and subscription for 36 Months for Gate Way Antivirus, spyware, Anti-Spam,content and application filtering. IPS, reporting and support, Upgrades	

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## 4. Drawings

**Not Applicable**

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## **5. Inspections and Tests**

After Supply and Installation, The Committee comprising of the Technical Experts will inspect the Equipment / Goods against the Technical Specifications mentioned in the Tender Document.

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## **PART 3 – Contract**

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# Section VIII - General Conditions of Contract

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## Section VIII. General Conditions of Contract

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Bank” means the Nodal Agency .
  - (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (e) “Day” means calendar day.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “GCC” means the General Conditions of Contract.
  - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (i) “Purchaser’s Country” is the country specified **in the Special Conditions of Contract (SCC)**.
  - (j) “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
  - (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (l) “SCC” means the Special Conditions of Contract.
  - (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (n) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.



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- (o) “The Project Site,” where applicable, means the place **named in the SCC**.
  - (p) “EMD” and “Bid Security” should be read alternatively.

## 2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## 3. Fraud and Corruption

- 3.1 Nodal Agency requires compliance with Nodal Agency’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## 4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
  - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
  - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment

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No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the 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 the Contract.

**5. Language**

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Joint Venture, Consortium or Association**

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

**7. Eligibility**

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by Nodal Agency shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or

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processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise **specified in the SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:
- (a) as a matter of law or official regulations, the Purchaser’s country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) The Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Inspections and Audit by Nodal Agency**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub consultants to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

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- 11.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub consultants to permit, Nodal Agency and/or persons appointed by Nodal Agency to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by Nodal Agency if requested by Nodal Agency. The Supplier's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of Nodal Agency's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to Nodal Agency's prevailing sanctions procedures).
- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in the SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as **specified in the SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period **set forth in the SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate **shown in the SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

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- 17. Taxes and Duties**
- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 17.4 The purchaser (Kurukshetra University) is entitled for Concessional Central Excise/Custom Duty/GST against a certificate. Bidders are advised to quote their rates in light of that certificate which will be provided by the university.
- 18. Performance Security**
- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the **Purchaser in the SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its

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Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) The Purchaser or Supplier need to share with Nodal Agency or other institutions participating in the financing of the Contract;
  - (b) Now or hereafter enters the public domain through no fault of that party;
  - (c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

## **21. Subcontracting**

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **22. Specifications and Standards**

- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
  - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the

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Purchaser, by giving a notice of such disclaimer to the Purchaser.

- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC**, and in any other instructions ordered by the Purchaser.

**24. Insurance**

- 24.1 Unless otherwise **specified in the SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

**25. Transportation and Incidental Services**

- 25.1 Unless otherwise **specified in the SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

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- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as **specified in the SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.



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- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in those SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
- 28. Warranty**
- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise **specified in the SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 29. Patent Indemnity**
- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs,

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and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

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- (b) the aggregate liability of the Supplier to the Purchaser, 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 supplier to indemnify the Purchaser with respect to patent infringement

**31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) The method of shipment or packing;
  - (c) The place of delivery; and

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(d) The Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

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- 33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
- 35. Termination**
- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 35.2 Termination for Insolvency.
- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination

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will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export  
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of Nodal Agency that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3

## **APPENDIX TO GENERAL CONDITIONS**

### **Fraud and Corruption**

**1. Purpose**

1.1 Nodal Agency's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

**2. Requirements**

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2.1 Nodal Agency requires that Purchasers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, Nodal Agency:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. “obstructive practice” is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of Nodal Agency’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if Nodal Agency determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if Nodal Agency determines at any time that representatives of the Purchaser or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Purchaser having taken timely and appropriate action satisfactory to Nodal Agency to address such practices when they occur, including by failing to inform Nodal Agency in a timely manner at the time they knew of the practices;
- d. Pursuant to Nodal Agency’s Anti-Corruption Guidelines, and in accordance with Nodal Agency’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other

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manner;<sup>4</sup> (ii) to be a nominated<sup>5</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by Nodal Agency or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit Nodal Agency to inspect<sup>6</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by Nodal Agency.

## **Section IX - Special Conditions of Contract**

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<sup>4</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>5</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>6</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(i)</b>	The Purchaser's Country is: <b>India</b>
<b>GCC 1.1(j)</b>	The Purchaser is: <b>Kurukshetra University, Kurukshetra</b>
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is/are: <b>Kurukshetra University, Kurukshetra</b>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be : <b>2020</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be: <b>Attention:</b> Director, IT Cell <b>Street Address:</b> Kurukshetra University, Kurukshetra <b>Floor/ Room number:</b> Room No. 10 (Director, IT Cell) <b>City:</b> Kurukshetra <b>ZIP Code:</b> 136119 <b>Country:</b> India <b>Telephone No.-</b> 01744-238321 <b>Email address :</b> <a href="mailto:itcell@kuk.ac.in">itcell@kuk.ac.in</a>
<b>GCC 9.1</b>	The governing law shall be <b>the law of India.</b>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <b>(a) Contract with foreign Supplier:</b> <b>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</b> GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. <b>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</b> GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. <b>If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</b> GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. <b>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</b>

	<p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><b>b). Contracts with Supplier national of the Purchaser’s Country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country.</p>
<b>GCC 13.1</b>	<p><b>Details of Shipping and other Documents to be furnished by the Supplier are:</b></p> <p>(i) A Transportation bill</p> <p>(ii) Insurance Certificate,</p> <p>(iii) Manufacturer’s or Supplier’s Warranty Certificate,</p> <p>(iv) Inspection Certificate issued by nominated inspection agency,</p> <p>(v) Supplier’s factory shipping details etc.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.</p>
<b>GCC 16.1</b>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in in the following manner:</p> <p>i. 100 percent payment shall be made after issuance of acceptance certificate by concerned authorities (purchaser).</p> <p><b>Payment for Goods and Services supplied from within the Purchaser’s Country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser’s Country shall be made in Indian Rupees, as follows:</p> <p>I. 100 percent payment shall be made after issuance of acceptance certificate by concerned authorities (purchaser).</p>
<b>GCC 16.5</b>	<p><b>The payment-delay period after which the Purchaser shall pay interest to the supplier: Not later than sixty (60) days</b> after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p><b>The Interest Rate that shall be applied is:</b> One percent (1%) per annum on outstanding amount</p>
<b>GCC 18.1</b>	<p>A Performance Security <b>shall be required @ 5% of contract price.</b></p> <p>The amount of the Performance Security shall be:</p>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of :<b>Bank Guarantee</b></p> <p>If required, the Performance security shall be denominated in <b>Indian Rupees</b></p>

<b>GCC 18.4</b>	Discharge of the Performance Security shall take place:  The performance security will be refunded only after completion of whole duration of warranty/guarantee from the successful installation of the items/ execution of the work.
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.  If not in accordance with Incoterms, insurance shall be as follows: <b>NA</b>
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.  If not in accordance with Incoterms, responsibility for transportations shall be as follows: <b>NA</b>
<b>GCC 25.2</b>	Deleted
<b>GCC 26.1</b>	<b>The inspections and tests shall be:</b> Equipment should be installed at site by the firm. Demonstration should be made to the satisfaction of the P.I. At least four free visits should be made during the first year after installation to clarify and rectify any doubts or problems as may be faced by the user
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at the Department where the equipment is installed. For the rest please refer to GCC 26.1.
<b>GCC 27.1</b>	The liquidated damage shall be <b>0.5% per week</b>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be <b>10% (Percent)</b> .
<b>GCC 28.3</b>	The <b><u>period of validity of the Warranty</u></b> shall be <b>at least Three years from date of acceptance/ satisfactory installation of the equipment</b> . For purposes of the Warranty, the place(s) of final destination(s) shall be the Department where the equipment is installed.  The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract (if any). If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:  (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or  (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be <b>0.5%</b> per week of actual value of the equipment ( <b>maximum 10%</b> ).
<b>GCC 28.5 &amp; 28.6</b>	The period for repair or replacement in the warranty period shall be <b>48 Hours</b> .
<b>GCC 33.4</b>	Deleted

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# Section X - Contract Forms

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## Notification of Intention to Award

For the attention of Bidder's Authorized Representative

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone numbers: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DATE OF TRANSMISSION:** This Notification is sent by: [*email*] on [*date*] (local time)

### Notification of Intention to Award

**Purchaser:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Contract title:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Loan No. /Credit No. / Grant No.:** \_\_\_\_\_

**RFB No:** \_\_\_\_\_

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

#### 1. The successful Bidder

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contract price:** \_\_\_\_\_

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## 2. Other Bidders

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
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## 3. Reason/s why your Bid was unsuccessful

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## 4. How to request a debriefing

**DEADLINE:** The deadline to request a debriefing expires at midnight on\_\_\_\_\_.

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Agency:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

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**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight \_\_\_\_\_**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Agency:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

## 6. Standstill Period

**DEADLINE: The Standstill Period is due to end at midnight on \_\_\_\_\_**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

# Beneficial Ownership Disclosure Form

**RFB No.:** \_\_\_\_\_

**Request for Bid No.:** \_\_\_\_\_

**To:** \_\_\_\_\_

In response to your request in the Letter of Acceptance dated \_\_\_\_\_ to furnish additional information on beneficial ownership:

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)

**OR**

(ii) **We declare that there is no Beneficial Owner meeting one or more of the following conditions:**

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]

**Name of the Bidder:** \_\_\_\_\_

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \_\_\_\_\_

**Title of the person signing the Bid:** \_\_\_\_\_

**Signature of the person named above:** \_\_\_\_\_

**Date signed** \_\_\_\_\_



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# Letter of Acceptance

Date \_\_\_\_\_

To: \_\_\_\_\_

Subject: **Notification of award Contract No.** \_\_\_\_\_

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the Accepted Contract Amount of \_\_\_\_\_ as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 48.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

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# Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_

BETWEEN

- (1) \_\_\_\_\_, a \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_ (hereinafter called "the Purchaser"), of the one part, and
- (2) \_\_\_\_\_ a corporation incorporated under the laws of \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_ (hereinafter called "the Supplier"), of the other part :

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) Letter of Bid - Technical Part
  - (c) Letter of Bid - Financial Part
  - (d) the Addenda Nos. \_\_\_\_\_ (if any)
  - (e) Special Conditions of Contract
  - (f) General Conditions of Contract
  - (g) the Specification (including Schedule of Requirements and Technical Specifications)
  - (h) the completed Schedules (including Price Schedules)
  - (i) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

**For and on behalf of the Purchaser:**

Signed: \_\_\_\_\_

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in the capacity of \_\_\_\_\_

in the presence of \_\_\_\_\_

**For and on behalf of the Supplier:**

Signed: \_\_\_\_\_

in the capacity of \_\_\_\_\_

in the presence of \_\_\_\_\_

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# Performance Security

## Option 1: (Bank Guarantee)

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the supply of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *(amount in figures)* (\_\_\_\_\_) *(amount in words)*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2... and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

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## Option 2: Performance Bond

By this Bond \_\_\_\_\_ as Principal (hereinafter called "the Supplier") and \_\_\_\_\_ as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_ as Oblige (hereinafter called "the Supplier") in the amount of \_\_\_\_\_, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the \_\_\_\_ day of \_\_, 20 \_\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient grant to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

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In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Tender Compliance Sheet

Sr. No	Description	Yes/No with Page No.
1.	Whether the bidder has Submitted the EMD/Bid fee as per bid requirement ?	
2.	Legal Status/ Constitution of firm (any document & partnership deed etc.)	
3.	GST Registration Certificate and PAN Number	
4.	Whether the bidder has quoted for all the items in the Schedule?	
5.	Whether price as per Financial Bid quoted or not?	
6.	Whether Project Timeline as per bid agreed or not?	
7.	Payment terms as per bid agreed or not?	
8.	Letter of Bid – Technical Part	
9.	Letter of Bid – Financial Part	
10.	Bidder Information Form	
11.	Bidder's JV Members Information Form	
12.	Price Schedule Forms	
13.	Form of Bid Security	
14.	Schedule of Requirements	
15.	Beneficial Ownership Disclosure Form	
16.	Undertaking Regarding the Non-Blacklisting of the firm	
17.	Audited/ Certified financial statements by chartered Accountant or firm (FY2016-17, 2017-18 and 2018-19)	
18.	Supporting documents having details of Projects completed during last three/five years.	
19.	Power of Attorney	
20.	Signed copy of the tender document submitted	
21.	Document having details of the Technical Support Staff	
22.	Authorization letter from the OEM or a self-declaration of being the OEM	
23.	Document in support of the ISO certification.	
24.	Whether the firm is registered under the relevant laws, such as Companies Act, Partnership Act etc.?	
25.	Performance Certificates issued in last three years from Government / PSU customers.	