



**I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY JALANDHAR,
JALANDHAR-KAPURTHALA HIGHWAY,
KAPURTHALA, PUNJAB- 144603**

BID DOCUMENT

NATIONAL COMPETITIVE BIDDING

FOR

**SUPPLY, INSTALLATION & COMMISSIONING OF ESTINET, ORCAD PSPICE,
OPTISYSTEM, VIVADO HL SYSTEM EDITION & KEIL MDK
FOR
DEPARTMENT OF ELECTRONICS & COMMUNICATION ENGINEERING
I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY MAIN CAMPUS,
KAPURTHALA, PUNJAB**

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CHAPTER-I

I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY JALANDHAR, JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA, PUNJAB

NOTICE INVITING TENDER

(e-Tendering mode)

I.K. Gujral Punjab Technical University, Kapurthala (Punjab) intends to float open e-tender for the supply of following item(s), as per the details given below:

Name of work	Supply, Installation & Commissioning Of ESTINET, ORCAD PSPICE, OPTISYSTEM, VIVADO HL SYSTEM EDITION & KEIL MDK for Department of Electronics & Communication Engineering I.K. Gujral Punjab Technical University Main Campus, Kapurthala, Punjab
The Currency in which payment shall be made	Indian Rupee (INR)
Date of Publishing	01/02/2019 at 11.30.AM
Document Download Start Date	01/02/2019 at 11.30 AM
Pre Bid Meeting Date	12/02/2019 at 11.00 AM Venue: Department of Electronics & Communication Engineering, Third Floor, CB-1, IKGPTU Main Campus, Kapurthala
Start Date for uploading of Bids	20/02/2019 at 11.30 AM

Last Date for uploading of Bids	15/03/2019 at 05.00 PM
Date of Opening of Technical Bids	26/03/2019 at 2.00 PM
Date of Opening of Financial Bids	To be intimated to the bidders who will qualify the technical bid.
Processing Fee	Processing fee (as mentioned on the web portal) shall be paid through online mode.
Bid document Fee	Rs. 1180/- Inclusive of GST Mode of payment: online (https://eproc.punjab.gov.in)
Earnest Money Deposit	As mentioned in Annexure XIII. Mode of payment: online (https://eproc.punjab.gov.in)
Bid Validity days	120 days (From date of opening of tender)
Period of Supply	45 days (From date of issuance of Purchase Order)
On-site Warranty (including annual maintenance)	One Year from the date of successful installation which includes free software updates, upgrades and technical support
Performance Security	10% of the total work order value of the successful bidder. Performance security is required to be submitted within 15 days from the date of issue of LOA.
Purchaser	I.K. Gujral Punjab Technical University (IKGPTU) Jalandhar-Kapurthala Highway, Kapurthala, Punjab-144603
Place of delivery	Department of Electronics & Communication, I.K. Gujral Punjab Technical University (IKGPTU) Main Campus, Jalandhar-Kapurthala Highway, Kapurthala, Punjab-144603

Email Address	registrar@ptu.ac.in Cc to: monika.sachdeva@ptu.ac.in
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1. For participating in the above e-tendering process, the bidder shall have to get them registered in **<https://eproc.punjab.gov.in>** and get User ID and Password. Class 3 digital signature is mandatory to participate in the e-tendering process. For any clarification difficulty regarding e-tendering process, please contact **Help Desk Number** 0172-2791326, 0172-2791226 (on Government working days from 09.00 AM to 05.00 PM) or call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code. The blank tender documents can be obtained from Punjab Government e-procurement website: <https://eproc.punjab.gov.in>
2. All bids (both Technical and Financial) should be uploaded in the **E- procurement portal (<https://eproc.punjab.gov.in>)**. No manual bids will be accepted.
3. Bidders are advised to visit the I.K. Gujral Punjab Technical University Web site for getting themselves updated for information on this tender. Corrigendum and addendum (if any) will be uploaded **only on E-procurement portal (<https://eproc.punjab.gov.in>) and/or** IKGPTU website (**www.ptu.ac.in/Tender.aspx**). Bidders are advised to visit web page and update themselves. Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload the same, duly signed as per the guidelines given in the tender document.

(-----)
Registrar
IKGPTU, Kapurthala

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Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

CHAPTER-II ONLINE BID SUBMISSION DOCUMENTS

Online Submissions:

The Online bids (complete in all respect) must be uploaded online as mentioned below: -

Technical Bid			
(Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Technical Specification Compliance Sheet as per Annexure-I	.PDF
2.		Organization Declaration Sheet as per Annexure-II	.PDF
3.		List of organizations/clients where the same software have been supplied along with their contact number(s). (Annexure VI and Annexure-VII)	.PDF
4.		Supporting documents in support of all claims made at Annexure- VI, VII, IX, XII	.PDF
Financial Bid			
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted only in standard Bill of Quantity (BOQ) file provided in the e-tender.	.xls

CHAPTER-III
TERM OF REFERENCE & DEFINITIONS

Supplier	“Supplier” shall mean the person, firm or corporation whom the Purchase/Supply Order is issued for Supply, Commissioning, and Installation & Maintenance of software for Setting of I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab).
Authorized Signatory	The bidder’s representative (explicitly, implicitly, or through conduct) with the powers to commit the authorising organisation to a binding agreement. Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	“Bidder” means any individual/proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid.
Contract	“The Contract” means the agreement entered into between I.K. Gujral Punjab Technical University, Kapurthala (Punjab) and the selected bidder(s) in terms of clauses mentioned
Day	“Day” means a working day as per rules of I.K. Gujral Punjab Technical University, Kapurthala (Punjab).
IKGPTU	I.K. Gujral Punjab Technical University, Kapurthala (Punjab)
EMD	Earnest Money Deposit
D.D	Demand Draft
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
RFP	“ RFP ” means the Request for Proposals
Goods and	“Goods and Materials” shall mean the articles, materials, equipment, IT Equipment, supplier’s/Bidder’s drawings, Data/Software and other property and all services-including design, delivery, installation, inspection and maintenance support

Materials	specified or required to complete the order and incidental thereto.
Order	“Order” shall mean the Purchase/Supply Order and its attachments and exhibits.
Purchaser	“Purchaser” shall mean I.K. Gujral Punjab Technical University, Kapurthala (Punjab)
Consignee	“Consignee” shall mean I.K. Gujral Punjab Technical University Main Campus, Kapurthala, Department of Electronic & Communication.
CSE	Computer Science & Engineering
ECE	Electronics and Communication Engineering
EE	Electrical Engineering

CHAPTER- IV INSTRUCTIONS FOR E-TENDERING

1. Instructions for Online Bid Submission:

- a) Bidders are free to bid for any equipment.
- b) Bid for the product to be uploaded in two parts i.e. Technical Bid and Financial Bid.
- c) Technical Bids should not contain any commercial details. Failure would result in rejection of the bid.
- d) Only authorized person should sign the tender/quotation. His name, designation and address should be given in capital letters. University may not consider the tender unless and until all the documents are properly signed by the authorized signatory.
- e) Copy of Power of Attorney for the authorized person shall be uploaded along with the bid.
- f) All the columns of the quotation form shall be duly, properly and exhaustively filled in. Quotations shall be only in figures.
- g) The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of I.K. Gujral Punjab Technical University, Kapurthala (Punjab).
- h) The scanned copies of all the Annexures and required documents must be uploaded with the bids.

2. Minimum Criteria/ Qualifications for Bidding

Following are the minimum criteria/requirements for the bidders participating in the bidding process (Documents must be provided in support of the following otherwise University may not consider the tender)

S. No.	PQ criteria	Supporting Documents required
1	The bidder must be a Company/ Proprietor/LLP registered with Statutory Authorities for the last five years	<ul style="list-style-type: none"> • Copy of certificate of registration
2.a	Only Original Equipment Manufacturer (OEM)/ agency of OEM/ authorized dealer in execution of software supplies should apply against this invitation for bid. In the case of the bidder, offering to supply software under the bid, which the bidder does not manufacture or otherwise produce, the bidder has to provide Manufacturer's Authorization Certificate as per format at Annexure XII . Bids submitted without valid authorization certificate will be summarily rejected. Authorization certificate from OEM is essential for all the items of supply under scope of work.	<ul style="list-style-type: none"> • Latest Authorization letter from OEM to the Bidder authorizing him to do business on OEM's Behalf, as associate or authorized business partner, for OEM's Manufactured Items. • In case of OEM participating as a bidder, a power of attorney by the company's Director to the authorized signatory to be submitted along with the technical bid. • Copies of work orders and completion certificates/ satisfactory certificate by various clients in last five years.

2.b	An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support facilities during warranty. The bid shall not be considered responsive in absence of the certificate from the OEM.	Undertaking by the authorized signatory of OEM in favour of the Bidder agency.
3	The average annual turnover of the bidder quoting for the bid should be Rs. 15,00,000 (Rs. Fifteen Lakh only) during the last three financial years (2015-2016, 2016-2017 & 2017-2018). In this regard, the bidder should submit copies of audited Balance sheets including profit and loss accounts for the last three financial years as above. The agency should have profit for all 3 years. A registered CA's certificate indicating Laboratory equipment supply turnover amount for the relevant period also is accompanied.	Certificate from the Chartered Accountant and copy of audited balance sheets/P&L Accounts
4	The Bidder must have successfully executed at least one order of supply of software to Govt./PSU's/Autonomous bodies/ Govt. Institutions such as IIT's/NIT's/IIT's/Central Universities/ State Universities during last three Financial years for which necessary supporting documents have to be enclosed.	Copies of work orders and completion certificates/ satisfactory certificate issued by Govt./PSU's/Autonomous bodies/ Govt. Institutions such as IIT's/NIT's/IIT's/Central Universities/ State Universities in last three financial years.
5	The Bidder should indicate at least one technically Qualified professionals having experience for not less than three years for installation & upgradation support.	List of technical qualified Professionals duly self-certificated by the bidder along with the professional certificate.

Notwithstanding anything stated above, the Consignee reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the I.K. Gujral Punjab Technical University, Kapurthala (Punjab).

3. Digital Signature Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Signature Certificate (DSC). Also referred to as Digital Signature Certificate (DSC), of Class 2, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

For participating in the above e-tendering process, the bidder shall have to get them registered on

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<https://eproc.punjab.gov.in> and get User ID and Password. Class 2 digital signature is mandatory to participate in the e-tendering process

5. Preparation/ Submission of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF or xls format as required. Bid documents may be scanned with 100 dpi with black and white option.
- d) Bidder should log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time.
- e) Bidder will be responsible for any delay due to any reason.

6. Instructions for Financial Bid/ BOQ

- a) Price to be quoted in the Bid of Quantity (BOQ) according to the instructions provided.
- b) The Bidder can quote for all or any of the software listed in this document.
- c) The rate shall be inclusive of all taxes and GST will be paid extra as per BOQ.
- d) The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract and shall not be subject to adjustment on any account. University reserves the right to increase/decrease the quantity.
- e) The changes displayed in the corrigendum/addendum to the bid documents, particularly with the BOQ should be applicable to the bid submission.

7. Evaluation of Bids

- a) A committee of I.K. Gujral Punjab Technical University, Kapurthala (Punjab) will evaluate the bids of all the bidders, both technically and financially.
- b) Conditional bids shall be summarily rejected.

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c) The Technical bids shall be evaluated as per the following:

- i. Compliance to eligibility criteria: Compliance to the eligibility criteria specified in section “Minimum Eligibility Criteria/ Qualification for bidding” of this tender document. Non-compliance of ANY eligibility criteria would result in disqualification of the bid.
- ii. Compliance to the software specifications specified in this tender: The bids found eligible according to the eligibility criteria would then be checked for compliance to the software specifications mentioned in tender document. Non-compliance of any required specification would result in disqualification of the bid.

d) The Financial Bids of only the technically qualified bidders would be opened. The date and time of the opening of the Financial Bids are mentioned in Chapter I and if there is **any change of date and time, the same shall be uploaded on <https://eproc.punjab.gov.in> and/or on the university website www.ptu.ac.in**. No separate advertisement will be given in the newspaper. The bid shall be evaluated on the total value (inclusive of GST) of independent software/item-wise. The bidder of the lowest commercial bid would be awarded the contract.

Note:

The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.

Where ever any document has been issued in vernacular language, its translated copy in English from the competent authority is also required to be uploaded.

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CHAPTER-V INSTRUCTIONS TO BIDDERS

1. Due date

The e-tender bids have to be uploaded by the due date. The offers received after the due date and time will not be considered.

2. EMD

Details in Annexure XIII.

3. Fee

The tenderer should submit the cost of tender document, processing fee and EMD through online mode of payment (<https://eproc.punjab.gov.in>).

4. Refund of EMD

- a) No interest will be paid on EMD amount.
- b) The EMD will be returned to unsuccessful Tenderer only after the Tender is finalized.
- c) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- d) In Case of Successful Bidder, the EMD shall be refunded after submission of 10% Performance Security from a scheduled bank operating in India.

5. Acceptance/ Rejection of bids

I.K. Gujral Punjab Technical University, Kapurthala (Punjab) reserves the right to reject any or all offers without assigning any reason.

I.K. Gujral Punjab Technical University, Kapurthala (Punjab) based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.

I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab) reserves right to take decision according to requirement and may cancel tender and no claim on whatsoever ground shall be entertained from the bidder.

6. Performance Security

The successful bidder should be required to deposit Performance Security equivalent to 10% of cost of equipment/instrument mentioned in the supply order to I.K. Gujral Punjab Technical University, Kapurthala (Punjab) within 15 days from the date of receipt of Purchase/supply Order. The Performance Security should be issued by a nationalized/ scheduled bank in favour of "**Registrar, I.K. Gujral Punjab Technical University, Kapurthala (Punjab)**" to be valid for a

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period of 90 days beyond the date of completion of warranty period.

7. Risk Purchase Clause

In event of failure of supply of the software within the stipulated delivery schedule, the consignee has all the right to purchase the software from the other source on the total risk of the supplier under risk purchase clause.

8. Delivery and Installation of Software

The Delivery and Installation of Software should be made within a maximum of 45 days from the date of placement of purchase/supply order.

9. Delayed delivery and Installation

If the delivery is not made within the due date for any reason, the Consignee will have the right to impose penalty @ 1% per week and the maximum deduction is 10% of the contract value / price. Once the maximum is reached, I.K. Gujral Punjab Technical University, Kapurthala (Punjab) has the right to terminate the contract/ cancellation of purchase order without any liability to cancellation charges and encash the submitted performance security.

10. Prices

- a) Prices should be inclusive of charges for delivery of software and installation of software at the sites specified in the scope of work section of this tender document, and are to be quoted in Indian Rupees only.
- b) The prices should be inclusive of current GST, as per BOQ. Further if there is any change in the GST by Govt. of India then the same shall be applicable on presentation of the proof. No change due to devaluation of Rupee, shall be entertained.
- c) The prices must be quoted in the standard Performa (BOQ) given in Financial Bid failing which the Bid would be treated as unresponsive.

11. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

12. Installation & Demonstration

The supplier is required to undertake the installation and demonstration of the software within 15 days of the arrival at I.K. Gujral Punjab Technical University (Main Campus), otherwise the penalty clause will be the same as per the supply of software. The successful agency has to arrange for

technician, other manpower, tools etc for installation of the software supplied by the agency.

In case of any mishappening/ damage to software and supplies during the carriage of supplies from the origin of software to the installation site, the supplier has to replace it with new software/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. I.K. Gujral Punjab Technical University Main Campus will not be liable to any type of losses in any form.

13. Issue of License:

- a) The license of software should be in the name of I.K. Gujral Punjab Technical University.
- b) The supplier will keep informing concerned indenter/Head of department of I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab) about various stages of deliveries & installation.

14. Incidental services:

The incidental services also include:

- a) Furnishing of 01 set of detailed operations manual.
- b) Arranging the shifting/moving of the item to their location of final installation within I.K. Gujral Punjab Technical University (main campus) premises at the cost of Supplier through their Indian representatives.

15. Governing Language

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

16. Notices

- a) Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.
- b) A notice should be effective when delivered or on the notice's effective date, whichever is later.
- c) For the purpose of all notices, the following should be the address:

Registrar, I.K. Gujral Punjab Technical University, Kapurthala
Punjab- 144603
Email: registrar@ptu.ac.in

17. Taxes

Suppliers should be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Consignee. However, GST will be paid extra as

applicable as per BOQ.

18. Duties (Custom & Excise)

I.K. Gujral Punjab Technical University is exempted from paying Custom/excise Duty (for research and development purpose only) and necessary “Custom/Excise Duty Exemption Certificate” can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, no certificate will be issued to third party:

- a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)
- b) Forwarder details i.e. Name, Contact No., etc.

The following information is required to be provided.

- a) Quotation with details of Basic Price, Rate, Tax & Amount on which Excise Duty is applicable
- b) Supply Order Copy
- c) Proforma-Invoice Copy.
- d) Any other information as required.

19. Agency Commission (if applicable):

Agency commission if any will be paid to the Indian agent in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in Tender even in case of Nil commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent.

20. Payment:

a) Payment of Laboratory equipment (Indigenous Items)

- i) 80% payment shall be made against delivery of software conditions at consignee/purchaser place and to the entire satisfaction of the Head of department.
- ii) 10% on successful installation and commissioning of equipment.
- iii) 10% after one month of successful handing over of software.

b) Payment for software supplied from abroad (Imported Items)

For imported software Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit (LC) will be established in favour of foreign Supplier/OEM after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. For Imports, LC will be opened for 100% Free on Board (FOB)/ Cost, Insurance and Freight (CIF) value. I.K. Gujral Punjab Technical University may ask for an equivalent value bank Guarantee duly acceptable to the

Nationalized/Scheduled banks in India. The bidder should account for all such expenditures during offering their price. Nothing extra shall be paid beyond the quoted rates by the Bidder.

c) On shipment

80% of the LC amount should be released on presentation of complete and clear shipping documents.

d) On Installation and commissioning

20% of the LC amount shall be released after the installation and demonstration of the software at the I.K. Gujral Punjab Technical University, Kapurthala of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in tender terms and conditions

21. User list

Brochure detailing technical specifications and performance, list of industrial and educational establishments where the softwares have been supplied must be provided.

22. Manuals and Operational

- a) Before the software are taken over by the Consignee, the Supplier should supply operation and manuals. These should be in such details as will enable the Consignee to operate of the software.
- b) The Manuals should be in the ruling language (English) in such form and numbers as stated in the contract.
- c) Unless and otherwise agreed, the software should not be considered to be completed for the purpose of taking over until such manuals have been supplied to the Consignee.

23. Application Specialist

The Tenderer should mention in the Techno- Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.

24. Termination for Default

The Consignee should, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) If the Supplier fails to deliver any or all of the software within the period(s) specified in the order, or within any extension thereof granted by the Consignee; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Consignee has engaged in corrupt or fraudulent practices etc. in competing for or in executing the Contract.

d) For the purpose of this Clause:

- **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”
- In the event the Consignee terminates the Contract in whole or in part, the Consignee should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier should be liable to the Consignee for any excess costs for such similar Goods or Services. However, the Supplier should continue the performance of the Contract to the extent not terminated.

25. Disputes and Jurisdiction:

Resolution of Disputes: The dispute resolution mechanism to be applied pursuant should be as follows:

- a) In case of Dispute or difference arising between the Consignee/purchaser and a bidder/supplier relating to any matter arising out of or connected with this agreement, such disputes or difference should be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.
- b) The dispute should be referred to the Competent Authority, I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab) and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.
- c) In the case of a dispute between the consignee and a Foreign Supplier, the dispute should be settled by arbitration in accordance with provision of sub- clause (i) & (ii) above. But if this is not acceptable to the supplier then the dispute should be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- d) The venue of the arbitration should be the place from where the order is issued.

26. Applicable Law

The Contract should be interpreted in accordance with the laws of the Union of India. Any legal

dispute arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located at Kapurthala.

27. Technical Compliancy certificate:

This certificate must be provided indicating conformity to the technical specifications. (Annexure I)

28. Award of Contract:

- a) I.K. Gujral Punjab Technical University, Kapurthala, Punjab reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
- b) I.K. Gujral Punjab Technical University, Kapurthala, Punjab has the right to review at any time prior to award of contract that the qualification criteria, as specified in tender document are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the qualification criteria, as specified in tender document are no longer met by the Bidder whose offer has been determined as first rank.

29. Negotiations:

Normally Negotiations are not allowed. However, if required, negotiations will be held at IKGPTU, Kapurthala. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate technical, financial and other terms and conclude a legally binding agreement.

30. Rates in Figures

- a) Rates Quoted by the Bidder in tender in figures shall be accurately filled.
- b) In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

31. Acknowledgement:

It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

CHAPTER VI

TECHNICAL SPECIFICATION/COMPLIANCE SHEET

Department of ECE

S. No.	Name of Software	Specifications	Number of User License	Period of License	Specifications (offered)	Whether comply (Yes/No)
1	EstiNet™ v10 or latest (An SDN based Network Simulator & Emulator) or equivalent	EstiNet Network Simulator & Emulator : Principle Module, Ethernet & Wi-Fi SDN OpenFlow & SDN Wi-Fi Infra : Support OpenFlow – enabled Switches , Compatible with Real-world Controllers Vehicular Traffic Simulation & V2V/V2I Communication Simulation : VANET Simulation , V2V/V2I Networking & Communication SDN Wi-Fi Ad-hoc Mode Network: Support SDN Data Plane Forwarder, Support SDN Data Plane Routing – path Arbitrator	1	Unlimited		
2	OrCAD PSpice	Capture , Simulation & PCB Design	10	Unlimited		
3	OPTISYSTEM-V15	Includes: Optical communication system design software with multimode edition and amplifier design suite, Optical communication software for free space, wireless optics & satcom sensing	5	Unlimited		
4	HDL System Edition	Vivado HL System Edition or equivalent	25	Unlimited		
5	KEIL MDK – PRO version 5.26 or latest	KEIL MDK –PRO version 5.26 or latest or equivalent	10	3 Year or more		

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Signature of Bidder Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

ANNEXURE-II

<< Organization Letter Head >>

DECLARATION SHEET

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. We have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certify that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / software updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to I.K. Gujral Punjab Technical University, Kapurthala, Punjab.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer/ Agent/Software Agent
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 GST Number	
7 PAN Number	
8 (In case of on-line payment of Tender Fees) UTR No. (For Tender Fee)	
9 (In case of on-line payment of EMD) UTR No. (For EMD)	

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

10 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer) Name: _

LETTER OF UNDERTAKING
(ON THE LETTER HEAD OF THE
BIDDER)

ANNEXURE III

To

Registrar
I.K. Gujral Punjab Technical University,
Kapurthala
Punjab- 144603
India

Sir,

SUBJECT- Supply, Installation, Commissioning & Maintenance of Software of Electronic & Communication at I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab)

This bears reference to I.K. Gujral Punjab Technical University, Kapurthala (Punjab) Bid No. Dated DD.MM.YYYY. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid. We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent I.K. Gujral Punjab Technical University, Kapurthala (Punjab) from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on / /2018 at (place)_____and we accept that if anything out of the information provided by us is found wrong/false/incorrect, our bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:

Place:

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

ANNEXURE IV

UNDERTAKING

This is to confirm that we M/s_____ (give full address) have not been declared neither **failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (Agency) in any of the government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, I.K. Gujral Punjab Technical University, Kapurthala (Punjab) will have full right to cancel the Contact and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by I.K. Gujral Punjab Technical University, Kapurthala (Punjab) which shall be deemed fit at that point of time.

Authorized Signatory

Note: The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).

ANNEXURE-VI**Details of Projects Completed During Last 05 Financial Years****Bid No.:****Date of Opening: Time:****Name of the Firm:**

S. No.	Name of the Projects	Order No. & Date	Description & Quantity of ordered software	Value of Order	Date of Start	Scheduled Date of Completion	Actual Date of Completion	Reason for Delay, if any
1.								
2.								
3.								
4.								
5.								
6.								
7.								

Signature with Seal

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

ANNEXURE-VII

List of Order executed for Govt. Organization/ Department/ University During Last Three Financial Years

List of Govt./PSU's/Autonomous bodies/ Govt. Institutions such as IIT's/NIT's/IIIT's/Central Universities/ State Universities for whom the Bidder			
Name of the organization	Year of Procurement	Total Value	Name of Contact Person and other details

Technical Competency Details

Name of application specialist who have the technical competency to handle and support the quoted software during the on-site warranty period.		
Name of the organization	Name of Contact Person	Contact No.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

POWER OF ATTORNEY

Know all men by these presents, we..... (name of firm and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney

(hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the

<project title> for the <name of the client>.....project, proposed to be developed by the

..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2018.

For (Name and registered address of client)

(Signature, name, designation, and address)

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

28

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarized

Accepted

..... (Signature,
name, designation, and address of the attorney) Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostile certificate.

LETTER OF BID SUBMISSION

**Registrar
I.K. Gujral Punjab Technical University, Kapurthala
Punjab,
India- 144603**

SUBJECT- Supply, Installation & Commissioning Of ESTINET, ORCAD PSPICE, OPTISYSTEM, VIVADO HL SYSTEM EDITION & KEIL MDK for Department of Electronics & Communication Engineering I.K. Gujral Punjab Technical University Main Campus, Kapurthala, Punjab

-Submission of Bid -

Sir,

Having examined the details given in Press Notice, Notice Inviting Bid & Bid

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

30

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

Document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed form_____and accompanying statements are true and correct to the best of my/our knowledge and belief and nothing has been concealed.
2. I/we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing the original tender document uploaded by I.K. Gujral Punjab Technical University, Kapurthala (Punjab) on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, my/our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. I.K. Gujral Punjab Technical University, Kapurthala (Punjab) may not entertain any claim or entertain any reason for this act. I.K. Gujral Punjab Technical University, Kapurthala (Punjab) may go for the legal action against the bidder for recovering any one or all damages caused to I.K. Gujral Punjab Technical University, Kapurthala (Punjab).
3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
4. I/We submit the requisite **certified solvency certificate** and authorize the I.K. Gujral Punjab Technical University, Kapurthala (Punjab) to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize I.K. Gujral Punjab Technical University, Kapurthala (Punjab) to approach individuals, employers, firms and corporation to verify our competency and general reputation.
5. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully supplied & installed the software:

S.No.	Name of Work	Certificate From

6. Earnest Money Deposit amounting to Rs. ----- is submitted.
7. Cost of tender document of Rs. 1180/- inclusive of GST is submitted. Enclosures:

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date: Place:

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

PERFORMANCE BANK GUARANTEE FORMAT

Name of the Bank: _____

To

Registrar

I.K. Gujral Punjab Technical University, Kapurthala

Punjab

India- 144603

In consideration of the Registrar, I.K. Gujral Punjab Technical University, Kapurthala (Punjab) (hereinafter called "The I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. ____

Dt : _____ Made between _____ (Designation & address of contract signing Authority) and _____ (here in after called "the said Agency" for the work _____ (here in after called "the said agreement") having agreed for submission of an irrevocable Bank Guarantee Bond for _____ (_____ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the I.K. Gujral Punjab Technical University, Kapurthala an amount not exceeding _____ (_____ only) on demand by the I.K. Gujral Punjab Technical, Kapurthala.
2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the I.K. Gujral Punjab Technical University, Kapurthala through the Registrar, I.K. Gujral Punjab Technical University, Kapurthala or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the I.K. Gujral Punjab Technical University, Kapurthala by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (_____)

Only).

3. (A) We _____ (indicate the name of Bank) further undertake to pay to the I.K. Gujral Punjab Technical University, Kapurthala any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

a. The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

4. We _____ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the I.K. Gujral Punjab Technical University, Kapurthala under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____

(Designation & Address of contract signing authority) on behalf of the I.K. Gujral Punjab Technical University, Kapurthala, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the I.K. Gujral Punjab Technical University, Kapurthala or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the I.K. Gujral Punjab Technical University, Kapurthala within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we _____ (indicate the name of the Bank)

unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the I.K. Gujral Punjab Technical University, Kapurthala. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the I.K. Gujral Punjab Technical University, Kapurthala the full amount of guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the I.K. Gujral Punjab Technical University, Kapurthala that the I.K. Gujral Punjab Technical University, Kapurthala shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the I.K. Gujral Punjab Technical University, Kapurthala against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the I.K. Gujral Punjab Technical University, Kapurthala or any indulgence by the I.K. Gujral Punjab Technical University, Kapurthala to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the I.K. Gujral Punjab Technical University, Kapurthala in writing.
9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by I.K. Gujral Punjab Technical University, Kapurthala. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs. (Rs.only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the Day of for

(indicate the name of bank)

Signature of Banks Authorized official

Witness

(Name) _____

Designation with Code No. -----

Full Address-----

1
2.

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month..... of 2018, between, on one hand, acting through Shri/Smt.

_____, Designation, I.K. Gujral Punjab Technical University, Kapurthala (Punjab) (hereinafter called the “BUYER”/ “I.K. Gujral Punjab Technical University Main Campus, Kapurthala (Punjab)” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s_____represented by Shri_____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the I.K. Gujral Punjab Technical University, Kapurthala proposes to procure services towards “Supply, Installation and Commissioning of..... LABORATORY Equipment at I.K. Gujral Punjab Technical University, Kapurthala (Punjab)”

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. / 2018 Dated 2018.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the I.K. Gujral Punjab Technical University, Kapurthala is an autonomous body of Government of Punjab established by an Act of State Legislature on 16th January, 1997.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the I.K. Gujral Punjab Technical University, Kapurthala to obtain the desired services as referred to in the Bid document No. dated2018 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the I.K. Gujral Punjab Technical University, Kapurthala will commit to prevent corruption,

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

in any form, by its officials by following transparent procedures.

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

1. Commitments of the I.K. Gujral Punjab Technical University, Kapurthala

1.1 The I.K. Gujral Punjab Technical University, Kapurthala undertakes that no official of the I.K. Gujral Punjab Technical University, Kapurthala, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the I.K. Gujral Punjab Technical University, Kapurthala will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the I.K. Gujral Punjab Technical University, Kapurthala with full and verifiable facts and the same is prima facie found to be correct by the I.K. Gujral Punjab Technical University, Kapurthala, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the I.K. Gujral Punjab Technical University, Kapurthala and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the I.K. Gujral Punjab Technical University, Kapurthala the proceedings under the contract would not be stalled.

3. Commitments of Bidders

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the I.K. Gujral Punjab Technical University, Kapurthala, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

benefit or other advantage, commission, fees, brokerage or inducement to any official of the I.K. Gujral Punjab Technical University, Kapurthala or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the I.K. Gujral Punjab Technical University, Kapurthala that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the I.K. Gujral Punjab Technical University, Kapurthala or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the I.K. Gujral Punjab Technical University, Kapurthala or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the I.K. Gujral Punjab Technical University, Kapurthala as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the I.K. Gujral Punjab Technical University, Kapurthala, or alternatively, if any relative of an officer of the I.K. Gujral Punjab Technical University, Kapurthala has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the I.K. Gujral Punjab Technical University, Kapurthala.

4. **PREVIOUS TRANSGRESSION**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. **EARNEST MONEY DEPOSIT**

5.1 While submitting Technical bid, the BIDDER shall deposit Earnest Money as mentioned in tender document.

5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the I.K. Gujral Punjab Technical University, Kapurthala, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the I.K. Gujral Punjab Technical University, Kapurthala to forfeit the same without assigning any reason for imposing such sanction.

5.4 No interest shall be payable by the I.K. Gujral Punjab Technical University, Kapurthala to the BIDDER on Earnest Money Deposit.

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

6. **SANCTIONS FOR VIOLATIONS**

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the I.K. Gujral Punjab Technical University, Kapurthala to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the I.K. Gujral Punjab Technical University, Kapurthala and the BUYER (I.K. Gujral Punjab Technical University, Kapurthala) shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the I.K. Gujral Punjab Technical University, Kapurthala, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the I.K. Gujral Punjab Technical University, Kapurthala in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the I.K. Gujral Punjab Technical University, Kapurthala, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the I.K. Gujral Punjab Technical University, Kapurthala resulting from such cancellation/rescission and the I.K. Gujral Punjab Technical University, Kapurthala shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the BIDDER from participating in future bidding processes of the Government of India/Government of Punjab/PSUs/Autonomous bodies of Government of India/State

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Government for a minimum period of five years, which shall be further extended at the discretion of the I.K. Gujral Punjab Technical University, Kapurthala.

- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the I.K. Gujral Punjab Technical University, Kapurthala with the BIDDER, the same shall not be opened.
- x. Forfeiture by way of encashment of Performance Bond in case of a decision by the I.K. Gujral Punjab Technical University, Kapurthala to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The I.K. Gujral Punjab Technical University, Kapurthala will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the I.K. Gujral Punjab Technical University, Kapurthala to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by I.K. Gujral Punjab Technical University, Kapurthala, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

7.1 An Independent monitor (s) shall be appointed by I.K. Gujral Punjab Technical University, Kapurthala, in case of breach of the provisions of the pact.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the I.K. Gujral Punjab Technical University,

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Kapurthala.

7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the I.K. Gujral Punjab Technical University, Kapurthala including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

7.7 The I.K. Gujral Punjab Technical University, Kapurthala will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the I.K. Gujral Punjab Technical University, Kapurthala / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the I.K. Gujral Punjab Technical University, Kapurthala or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the I.K. Gujral Punjab Technical University, Kapurthala.

10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that shall follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. VALIDITY

11.1 The validity of this Integrity Pact shall be governed by the terms of the Bid No. towards complete execution of the contract to the satisfaction of both the I.K. Gujral Punjab Technical University, Kapurthala and the BIDDER/Seller, including warranty period, whichever is later.

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In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.

11.2 Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____.

I.K. Gujral Punjab Technical University, Kapurthala

BIDDER

Name of the Officer:

Designation:

Authorised Signatory of IKGPTU,
Kapurthala

Witness:

Witness

1. _____

1. _____

2. _____

2. _____

(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).

Dr. Monika Sachdeva

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Sh. D Juneja

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ANNEXURE XII

MANUFACTURER AUTHORIZATION
FORM

No. _____ dated _____

To

Dear Sir:

Bid No. _____

We _____ who are established and reputed manufacturer of _____ (name and description of software offered) having factories at _____ (address of factory) with factory registration no. _____ do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above bid.

We hereby extend our full warranty as per Clause 3 of the Conditions of Contracts, for the software offered for supply by the above firm against this Invitation for Bid. We further certify that we shall support vendor with all related maintenance during the entire contract period including the period of warranty.

Yours faithfully,

(Name): _____

(Name of manufacturers): _____

Note: This letter of authority should be on the letterhead of the manufacturer or OEM and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

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ANNEXURE XIII
Earnest Money Details

S. NO.	NAME OF SOFTWARE	EARNEST MONEY (IN Rs.)
Department of ECE		
1.	ESTINET	50,000/-
2	ORCAD PSPICE	35000/-
3	OPTISYSTEM	70000/-
4	VIVADO HL SYSTEM EDITION	8300/-
5	KEIL MDK	12000/-

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ANNEXURE – XIV

CONTRACT FORM

THIS AGREEMENT made the day of 2018 between (Name of Procurement Consultant (hereinafter "the Procurement Consultant") on behalf of I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY, Kapurthala, Punjab of the one part and (Name & address of Supplier) (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchase is desirous that certain software and ancillary services viz. (Brief Description of software) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (Contract Prize in words and Figures) (Hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,
 - [a] The Price Schedule (BOQ) submitted by the Bidder;
 - [b] The Schedule of Requirements;
 - [c] The Terms & Conditions
 - [d] The Consignee's Notification of Award/ Purchase Order
3. In consideration of the payments to be made by the Consignee to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Consignee to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.
4. The Consignee hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract prices or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services, which shall be supplied/ provided by the Supplier, are as under:

S. No.	Brief Description of Software	Number of Licenses	Unit Price	Total Price	Delivery Terms

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Consignee) in the

presence of

Signed, Sealed and Delivered by the

said (For the Supplier) in the

presence of

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla

ANNEXURE– XV**FORM - A DELIVERY CERTIFICATE**

(to be completed by the Consignee/Purchaser)

1. The software mentioned as per details given below, have been physically verified by way of opening the cartons/packing and verifying the machine/ equipment supplied and model of the software. It is certified and acknowledged that the same have been received at this Institution in good condition.

Sl. No.	Sl. No. (As per Work Order)	Description of software	Origin	User License s

Please make appropriate column, as per requirement.

2. The software as per details given below was/were received in corrupt conditions and therefore are not acceptable. These corrupt software have been returned to the supplier and supplier is required to supply the new software in lieu of corrupt one.

Details of the Software received in objectionable condition

Sl. No.	Sl. No. (As per Work Order)	Description of Software	Origin	User Licenses

Date: _____

(Signature of the issuing official)

Authorized Official,

I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY

Name _____

Designation _____

Rubber Seal of the Institution

Received the Acknowledgement Certificate

Date: _____

Signature of Supplier or his Authorized Representative:_____

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Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

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**FORM FOR ACCEPTANCE OF SOFTWARE AT SITE
FORM – B**

INSTALLATION CERTIFICATE

(to be completed and issued by the Consignee/Purchaser)

Note: In case of need, a fresh form on these lines shall be prepared & issued by Consignee. 2 copies of this certificate to be provided to Supplier.

1. The following software, supplied by the Supplier at this University have been successfully installed by the Supplier.

Sl. No.	Sl. No. (As per Work Order)	Description of software with specifications	Origin	User Licenses

2. The Supplier has fulfilled his contractual obligations related to supply & installation of the items.

or

3. The Supplier has not fulfilled his contractual obligation with regard to following. (Mention here **deviation**, if any, related to successful installation.)
- (a)
- (b)
- (c)

Date:

(Signature of the issuing official)

I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY

Name: _____

Designation: _____

Rubber Seal of the Institution Received the

Acceptance Certificate

Date:

Signature of Supplier or his Authorized Representative Name: _____

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Dr. Satvir Singh

Dr. Rakesh

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Dr. Nitya

Sh. D Juneja

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FINANCIAL BID SUBMISSION FORM

To:

Registrar
I.K.Gujral Punjab Technical University, Kapurthala
Punjab -144603

Dear Sir

We, the undersigned, offer to provide “Supply, Installation, Commissioning of
..... Software of Electronic & Communication Department in accordance with
your bid document.

Our attached Financial Bid is for the amount of _____[Indicate the corresponding to the amount(s),
currency(ies) {Insert amount(s) in words and figures}].

Please note that all amounts shall be the same as in Bill of Quantity (BOQ). Our Financial Bid shall be binding upon
by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period
of the Proposal.

We remain,

Yours

sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

Dr. Monika Sachdeva

Dr A S Buttar

Dr. Satvir Singh

Dr. Rakesh

Dr Amit Gupta

Dr. Nitya

Sh. D Juneja

Prof (Dr.) Arun Khosla