

## **BID DOCUMENT**

### **NOTICE INVITING TENDER FOR**

**ON-SITE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DESKTOP  
COMPUTERS, LAPTOP, SCANNER & PRINTER ETC. INSTALLED AT FOR EDCIL,  
NOIDA**

Bid No. : EdCIL/IS Unit/CAMC/2016

**April ' 2016**



**EdCIL (India) Limited  
(A Govt. of India Enterprise)  
'Ed.CIL House', Plot No. 18A, Sector – 16A  
NOIDA – 201301 (UP), INDIA  
Tel: 0120 - 2512001 – 006, Fax: 0120 - 2515372  
Email:gsreedhar@edcil.co.in**

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## **A. INTRODUCTION**

EdCIL (India) Limited, a Mini Ratna CPSE (Central Public Sector Enterprise) and ISO 9001:2008 & 14001:2004 Certified Company was incorporated in 1981, under the Ministry of Human Resource Development having its Corporate office, EdCIL House, 18A, Sector 16A, Noida. It is a continuously dividend paying and profit making company and the only PSU (Public Sector Undertaking) mandated to serve the education sector. Over the three decades of education sector experience and a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies, Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.) and large corporate.

EdCIL currently runs Project Management Units (PMUs) known as Technical Support Groups (TSGs) for Pan India Mega projects of MHRD covering SSA, MDM, NMEICT, NLMA, RMSA, HESPIS, PMMMNMIT etc."

This corporation intends to give **On-site Comprehensive Annual Maintenance Contract for Desktop Computers, Laptop, Scanner & Printer, Switches and router etc. installed at, EdCIL Corporate Office, NOIDA.**

## **B. SCOPE**

- (a) On-site Comprehensive Annual Maintenance Contract for Desktop Computers, Laptop, Scanner, Switches, Router & Printer etc with Resident Engineer at **EdCIL India Limited Corporate Office, NOIDA** - as per requirement given in **Annexure B**.
- (b) Comprehensive on-site support for a period of 12 months for all items i.e. Computer System, Laptops, Scanner Switches, Router and Printers as per **Annexure A** from the date of Job order issued.
- (c) Irrespective of the inventory given in **Annexure A & B**, the CAMC shall cover all IT hardware and peripherals held in the stock of EdCIL. Addition and deletion of the equipment may take place due to normal requirements and wastage.

## C. INSTRUCTIONS TO BIDDER

1. The bidder shall bear all costs associated with the preparation and submission of their bid, and EdCIL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. The detailed Technical Specifications of the items and accessories proposed to be procured under the said project are provided in **Annexure B**.
3. The **comprehensive maintenance** shall cover:
  - 3.1 Maintaining of all items under AMC in good working condition. bidders are required to depute ONE technically qualified of Resident Engineer listed in at **Annexure- K** who should have minimum two years of working experience in computer hardware/software and different type of peripherals including laser printers/scanners Laptop etc. as mentioned in **Annexure- A & B** of tender document and should be equipped with the maintenance kit comprising of tool box, multimeter, diagnostic software, device driver software, external CD-ROM/storage drive and any other tools required for carrying out such services. The Resident Engineer should be made available in EdCIL, Noida on all working days between 09.30 AM to 06.00 PM for maintenance/repair of the systems/peripherals in EdCIL, NOIDA premises. In case of emergency repairs during holiday and after working hours, the Resident Engineer shall be made available at no extra charges. The resident engineer shall not carry out any maintenances repair work of any other party in EdCIL premises. Resident Engineer have also to provide IT Support

during the events of EdCIL Corporate Office or like high level meetings/events etc.

4. Bidder should be Original Equipment Manufacturer (OEM) or authorized service provider/agency of at least 2 OEM as mention in column of Annexure A at serial no. 1-5,. He should apply against this invitation for bid. In case of the bidder, offering to supply goods under the bid, which the bidder does not manufacture or otherwise produce, the bidder has to provide Manufacturer's Authorization Certificate strictly as per format at **Annexure C**. Bids submitted without authorization certificate as per **Annexure C** will be summarily rejected. Manufacturing Authorization Certificate is required as per format at **Annexure C**. Technical details of equipments given in **Annexure B** to enable the bidder to choose the best OEM.
5. The bidders must read and understand the qualification/ eligibility criteria specified at **Annexure D** and must ensure that they meet the prescribed criteria.
6. The bid must be accompanied with an Earnest Money Deposit (EMD) of **Rs. 10,000/- (Rupees. Ten Thousand only)**. The EMD should be in the form of Demand Draft drawn on any Nationalized Bank in favour of **EdCIL (India) Limited** payable at **NCR / New Delhi** failing which the bid would be rejected.  
In the case of bidders whose bids are not considered for placing order, the Earnest Money Deposit will be refunded without any interest within 30 days from the date of issue of Purchase Order to the successful bidder.
7. All SSI Units having valid registration certificate with NSIC/MSME may be exempted from submission of EMD but they have to submit the requisite valid registration & exemption certificate issued by NSIC/MSME. If they fail to submit the required certificates, the bids submitted by them will be summarily rejected.

8. The bidders must provide a certificate indicating their adherence to all the clauses of the bid as per format in **Annexure E**.

Bid should be submitted on terms & conditions as set forth hereunder in two packets separately for Technical Bid along with EMD and Financial Bid strictly as per Priced bid (**Annexure A**). These two packets should be kept in third packet, which will be super scribed as **“On-site Comprehensive Annual Maintenance Contract for Desktop Computers, Laptop, Scanner & Printer, Switches and router etc. installed at, EdCIL Corporate Office, NOIDA.”** and addressed to

**Deputy General Manager (IS)**  
**Ed.CIL (India) Limited,**  
**Ed.CIL House, Plot 18-A, Sector 16-A,**  
**NOIDA 201 301 U.P. India**  
**Email: [gsreedhar@edcil.co.in](mailto:gsreedhar@edcil.co.in)**

Each page of the Technical Bid (PART-I) & Financial Bid (PART-II) must be sealed and signed by the authorized signatory of the bidder.

9. A prospective bidder requiring any clarifications in the bid documents may notify to the Deputy General Manager (IS), EdCIL (India) Limited, EdCIL House, Plot 18A, Sector 16A, Noida in writing through letter at the EdCIL's mailing address or E-MAIL. EdCIL will respond in writing to any request for clarification of the bid document, which it received **not later than date 06 May 2016**.
10. Bids should be submitted in hardcopy only. Email, cable etc. bids will be rejected.

11. The sealed bid, complete in all respects, must reach, Deputy General Manager (IS), Ed.CIL House, Plot 18A, Sector 16A, Noida – 201301 (U.P.) latest by **Date 17 May 2016 upto 1500 hrs.**, failing which it would be summarily rejected. EdCIL will not be responsible for postal delay or non-receipt of bid documents.
12. The bid would be opened **on date 17 May 2016 at 16.30 hrs.** at EdCIL House, 18-A, Sector 16-A, Noida in the presence of bidder representatives who choose to attend the opening. The bidder representatives who are present shall sign an Attendance sheet evidencing their attendance.
13. Bids should be valid for a minimum period of 90 days from the date of bid opening.
14. Any Conditions mentioned by the bidder will not be binding on EdCIL. All the terms and conditions for the supply, installation, training and acceptance, payment terms, penalty, etc. will be those mentioned hereinafter and no change in the terms and conditions by the bidder shall be acceptable. **Company reserve the right not to accept any conditions.**
15. The Registration Number of the firm along with the PAN No. /TIN No./Service Tax No. /LST/CST/VAT No./PF No. allotted by the Appropriate Authorities should invariably be given in the bid.
16. A performance statement, showing the work order (with supporting documents) executed during the last three financial years of similar products (as per clause 4 of qualification criteria, Annex D), must be submitted by the bidder as per **Annexure F.**
17. Bidder must quote for all the items, quantities and services specified in the package on the single responsibility basis, failing which the bid would be rejected. The bid would be evaluated based on the Total Cost of the Package without taxes.

18. A duly constituted Techno-commercial Evaluation Committee (TEC) will shortlist the Bids on the basis of technical and commercial parameters. EdCIL also reserves the right to check the credentials of Bidder with any one or more of their previous Clients.
19. The bidder shall furnish an undertaking on letter head of company/Partnership firm / proprietorship. duly signed by Authorized signatory regarding their non-blacklisting in any of the government department and public sector undertaking /enterprise in India and central vigilance commission during the last three financial years (2012-13; 2013-14; & 2014-15) as per **Annexure H**.
20. The bidder shall execute the integrity deed with EdCIL as per **Annexure J**.

#### **D. CONDITIONS OF THE CONTRACT**

1. The Supplier shall furnish one performance security of 10% of the contract value valid for 15 months within 10 days from the date of Issue of the Purchase order, failing which EMD of the same will be forfeited & the contract will be cancelled.

The above performance security should be in the form of Bank Guarantee in favour of EdCIL (India) Ltd issued by only a Nationalized Bank located in India, as per format given in **Annexure G**.

If the supplier fails to fulfill his/their obligations as per the conditions of the Job Order, EdCIL shall be well within its right to encash the performance Bank Guarantee and buy the product at risk & cost of Supplier. The proceeds so received shall be used to indemnify the losses suffered by EdCIL.

.The supplier also needs to submit two copies of Job Orders duly signed and sealed by the authorized representative of the supplier along with the aforesaid bank guarantee. Bidder shall also enter into the Contract with EdCIL.

## 2. **Warranty**

2.1 The bidder shall provide 12 months Comprehensive Annual Maintenance Contract (on the site and comprehensive) for all items like AMC is comprehensive in nature and includes all parts of the computers/printer/scanner/Laptop/Switches & Router provide the **repairs/replacement of defective parts of various machines within the maintenance charges including printer belt, Teflon paper of printer, socket of printer, lamp of scanner, printer band, logic card, printer head, Tray, Daisy wheels, Printer roller, Tray & Door, Printer belt, Transparency film, Sealed Magnetic media, Knobs, Tractors rods, Hard Disk, Fuser Assembly, Printer knobs, online buttons, gear, CPU along with mother board, FDD,DVD, HDD, RAM, SMPS, Monitor, Picture Tube etc.** whichever applicable including consumable parts except batteries, printer cartridges, ink, ribbons and other parts which are bound to go bad due to what so ever reason including technical, electrical, burn out, wear and tear etc.

They shall also replace product or any defective part of the product supplied without any exception and recourse, free of cost with in 24Hrs.

2.2 Bidder should be keep sufficient **original spare parts** equivalent to 2 machine for immediate repair of desktop/laptop/scanner/printer/switches and router. **The LaserJet**

**printer maintenance charges include all parts including Fuser Assemblies & Fuser units.** It does not include toner cartridges of printers & battery of Laptop. Before submitting the quotation/bid, agency(s) must visit the respective sites for check the working condition of installed computer hardware items etc.

2.3 Since the C-AMC services are to be made at NOIDA base offices, Service Tax/ WCT to be charged should be shown separately, if no service tax/ WCT is shown separately, it will be presumed that service tax/ WCT included in the rates.

2.4 You are requested to quote your Service Tax/ Work Control Tax no. for the purpose of making payment on account of Service Tax/ Work Control Tax No. and also to provide the xerox copies of the same.

2.5 The bidder should be conversant with the handling of repair and maintenance of all the Computer Systems and associated peripherals covered in the specifications.

2.6 Failure of submission of any of the documents in Technical Bid will make the bid rejected as non-responsive. EdCIL will have the option to treat some documents as mandatory/optional in the benefit of the EdCIL.

2.7 The firm should have proper workshop with well qualified engineers and the latest/modern gadgets and tools for service/repair/maintenance of computers/printers/scanners/servers/switches and router etc. (Documentary evidence with complete current address, name of contact person with Telephone/Mobile No. should be submitted).

2.8 The Resident Engineers should have their own/vendor vehicle and mobile phone to facilitate them at work place. All the charges towards fuel, maintenance of vehicle and mobile phones/call charges shall be borne by the vendor. If Resident Engineer does not report for duty, vendor should provide alternative Resident Engineer of the same capacity. If vendor fails to provide alternate REs, then penalty @ Rs.400/- per day for engineer will be deducted from the AMC charges under the contract. They should comply with PF/ESI rules with respect to Resident Engineer. Continuity of the Resident Engineer should be addressed at all times. Change of Resident Engineer will be done with consent/approval of EdCIL.

2.9 No advance payment will be made to the bidder. The performance of the bidder will be monitored/assessed by the I.T. Division of on quarterly basis. Accordingly the payment will be made on quarterly basis after certification of Project Manager, for satisfactory performance of the services rendered by the contractor for the said quarter and production of Preventive Maintenance Reports.

2.10 The service provider will ensure shifting/movement of computer systems or other item under the contract within the building or out of the Corporate Office building through his manpower responsible for the maintenance.

2.11 The CAMC shall be awarded for a period of one year extendable to another one year on rendering satisfactory services with the successful technically-commercially qualified lowest bidder. The performance of the contractor will be assessed by the Manager (IS Unit), on quarterly basis.

### 3. Price

- (a) The price of bid shall be in Indian rupees. The Comprehensive Annual Maintenance Contract for 12 months (on site) at designated site (EdCIL Corporate Office, Noida), for all items as per **Annexure A & B** along with applicable taxes and levies.
- (b) The prices must be quoted in the form given in **Financial Bid (Annexure A)** failing which the Bid would be rejected. Any discount or any other offers affecting the package price must be mentioned in **Financial Bid (Annexure A)** only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than **Financial Bid (Annexure A)** will not be considered.

- 4. It is the sole responsibility of the bidder to submit all documents asked under various clauses of the bid document and mark them with flags indicating the document. All the documents /annexure mentioned in the bid documents should be enclosed. If the documents asked for are not submitted along with the bid it would be presumed that those documents are not available with the bidder and appropriate decision including rejection of bid would be taken by EdCIL accordingly.
- 5. The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the supply of the equipments within the specified time of completion after meeting all their current commitments.

During the execution of the Contract, the supplier shall abide by all existing enactments on environmental protection, regulations, notifications, and bye-laws of the State or Central Government and rules made there under time to time.

## **6. Payment Terms**

Quarterly payment will be made on the basis of Invoice submitted at the end of the quarter and after the satisfactory services certificates made by authorized official.

## **7. Delay and Non Conformance**

### **▪ Delivery and Installation**

If the bidder fails to Install/supply the spare parts any or all of the goods with in the 24 hour after the call locked, EdCIL shall without prejudice to its other remedies under the Job Order, deduct from the contract price, as liquidated damages, a sum equivalent to 2% of item value (after 24 hours), up to of maximum deduction of the 10% or delay of 5 weeks is the maximum limit. Once the maximum is reached, EdCIL has the right to terminate the contract without any liability to cancellation charges and encash the submitted performance guarantees.

### **▪ Services during 1 year warranty period**

- a) The maximum response time for maintenance complaint during warranty/AMC period (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/mail is made or letter is written) shall not exceed 24 hours (excluding Sunday & National Holiday).

b) In case any item is not usable/repairable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement at their own cost.

#### **8. Substitution And Wrong Supplies**

Unauthorized substitution or materials delivered of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the supplier at their own cost and risk.

#### **9. Settlement of Disputes**

a) General: If any dispute arises between the Bidder and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Supplier on the points of dispute. The representation so received shall be examined by EdCIL. The Supplier will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.

b) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Purchase committee for settlement of disputes.

#### **10. Arbitration:**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.

All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

## **11 Law Governing Purchase Order**

The EdCIL's Purchase Order shall be, in all respects, construed and operate as per Indian Contract and in accordance with Indian Laws in force for the time being and is subject to the jurisdiction of Delhi Courts.

## **12 Force Majeure**

For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the EdCIL in writing of such conditions and the cause thereof. Unless otherwise directed by the EdCIL in writing, the Supplier shall continue to perform its obligations under the Purchase Order.

Any period within which a party shall, pursuant to this contract complete any action or task shall be extended for a period equal to time during which such party was unable to perform such action as a result of force majeure.

**Annexure – A**

**Price Bid for On-site Comprehensive Annual Maintenance Contract for  
Desktop Computers, Laptop, Scanner & Printer, Switches and router etc.  
installed at, EdCIL Corporate Office, NOIDA.**

<b>Sl. No.</b>	<b>Name of item</b>	<b>Make</b>	<b>Qty.</b>	<b>CAMC Time Periods</b>	<b>C-AMC Cost without Tax Per Unit</b>	<b>Total C-AMC Cost without Tax</b>
1.	Desktops with Keyboard & mouse	Acer Veriton (Core 2 Dous)	3	12 month		
		Acer Veriton (I-3 Processer)	6	12 month		
		Acer Veriton (I-5 Processer)	26	04 month		
		IBM Think Center/ Lenovo Think Center	25	12 month		
		HP Compaq DX 2080MT	11	12 month		
		HP Compaq DX 2280 MT	25	10 month		
2.	Server	Acer	01	12 month		
		IBM	02	12 month		
3.	Storage	IBM	01	12 month		
4.	Printers	HP	41	12 month		
		Samsung	16	4 month		
		Epson	01	12 Month		
5.	Laptops	HP	04	12 month		
		Dell	01	7 month		
		Lenovo	10	10 month		
		Sony	01	12 month		
6	Switches	D-Link (Layer 2)	07	12 month		
7	Router	Cisco (2900 Series)	01	12 month		
8.	Scanner	HP (N9120)	01	12 month		
9.	Full Day Residence Engineer		01	12 Month	Per Month cost.....	
10.	Total Cost without Tax					
11.	Taxes (in %)					

**Technical Specifications**

<b>S. No.</b>	<b>Description</b>	<b>System Make</b>	<b>Model No.</b>	<b>System Serial No.</b>
1	Desktop	HP Compaq	8000 Elite	INA0100QW6
2	Desktop	HP Compaq	DX 6170 MT	SGH52700BR
3	Desktop	Lenovo Think Center	8985-A35	L9BB361
4	Desktop	HP Compaq	9439-BW5	
5	Desktop	HP IBM	8296-DK4	L9B2758
6	Desktop	HP IBM	8296-DK4	L9B3456
7	Desktop	IBM Think Center	8296-DK4	L9B3419
8	Desktop	Lenovo Think Center	8296-DK4	L9B2964
9	Desktop	IBM Think Center	8296-DK4	L9B3073
10	Desktop	IBM Think Center	8296-DK4	L9B3427
11	Desktop	IBM Think Center	8296-DK4	L9B3158
12	Desktop	IBM Think Center	8296-DK4	L9R1562
13	Desktop	Lenovo Think Center	8296-DK4	L9B3085
14	Desktop	IBM	8296-DK4	L983114
15	Desktop	HP Wipro	DX 2280 MT	INI71702V5
16	Desktop	HP Compaq	DX 2280 MT	INI71703RF
17	Desktop	HP Compaq	DX 2280 MT	INI71702Q3
18	Desktop	HP Compaq	DX 2280 MT	INA73808K8
19	Desktop	HP Compaq	DX 2280 MT	INI71703RC
20	Desktop	HP Compaq	DX 2280 MT	INI71703NN
21	Desktop	HP Compaq	DX 2280 MT	INI71703SL
22	Desktop	HP Compaq	DX 2280 MT	INI71703S0
23	Desktop	HP Compaq	DX 2280 MT	INI71703Q5
24	Desktop	HP Compaq	DX 2280 MT	INI71703RG
25	Desktop	HP Compaq	DX 2280 MT	INI71703S3
26	Desktop	HP Compaq	DX 2280 MT	
27	Desktop	HP Compaq	DX 2280 MT	INI71703RV
28	Desktop	HP Compaq	DX 2280 MT	INI71702T2
29	Desktop	HP Compaq	DX 2280 MT	INI71702QL

30	Desktop	HP Compaq	DX 2280 MT	INI71703NR
31	Desktop	HP Compaq	DX 2280 MT	INI71703R5
32	Desktop	HP Compaq	DX 2280 MT	INI71702T0
33	Desktop	HP Compaq	DX 2280 MT	INI71703SR
34	Desktop	HP Compaq	DX 2280 MT	INI71703ST
35	Desktop	HP Compaq	DX 2280 MT	INI71703T4
36	Desktop	HP Compaq	DX 2280 MT	INI71703SH
37	Desktop	HP Compaq	DX 2280 MT	INI71703RG
38	Desktop	HP Compaq	DX 2280 MT	INI71703RC
39	Desktop	HP Compaq	DX 2280 MT	INI71703RZ
40	Desktop	IBM Think Center	8296-DK4	L9B3075
41	Desktop	HP Compaq	DX 2080 MT	INA73808HT
42	Desktop	HP Lenovo	DX 2080 MT	INA73808JD
43	Desktop	HP Compaq	DX 2080 MT	INA73808K2
44	Desktop	HP Compaq	DX 2080 MT	INA73808JK
45	Desktop	HP Compaq	DX 2080 MT	INA73808K1
46	Desktop	HP Compaq	DX 2080 MT	INA73808HM
47	Desktop	HP Compaq	DX 2080 MT	INA73808KT
48	Desktop	HP Compaq	DX 2080 MT	INA73808J8
49	Desktop	HP Compaq	DX 2080 MT	INA73808KJ
50	Desktop	HP Compaq	DX 2080 MT	INA73808KB
51	Desktop	HP Compaq	DX 2080 MT	
52	Desktop	Lenovo Think Center	9439-BW5	L940864
53	Desktop	Lenovo Think Center	9439-BW5	L940879
54	Desktop	Lenovo Think Center	9439-BW5	L940870
55	Desktop	Lenovo Think Center	9439-BW5	L940788
56	Desktop	Lenovo Think Center	9439-BW5	L940773
57	Desktop	Lenovo Think Center	9439-BW5	L940947
58	Desktop	Lenovo Think Center	9439-BW5	L940909
59	Desktop	Lenovo Think Center	9439-BW5	L940884
60	Desktop	Lenovo Think Center	9439-BW5	L940764

61	Desktop	Lenovo Think Center	9439-BW5	L940790
62	Desktop	Lenovo Think Center	9439-BW5	L940859
63	Desktop	Wipro Lenovo	9439-BW5	L940927
64	Desktop	Acer Veriton	Veriton	AWC23DT1309486736LE
65	Desktop	Acer Veriton	Veriton	AWC23DT1309486735LE
66	Desktop	Acer Veriton	Veriton	AWC23DT1309486737LE
68	Desktop	Acer Veriton	Veriton	AWK45GT094A4613313E
69	Desktop	Acer Veriton	Veriton	AWK45GT094A4613343E
70	Desktop	Acer Veriton	Veriton	AWK45GT094A4613403E
71	Desktop	Acer Veriton	Veriton	AWK45GT094A4613443E
72	Desktop	Acer Veriton	Veriton	AWK45GT094A4613463E
73	Desktop	Acer Veriton	Veriton	AWK45GT094A4613423E
74	Desktop	Acer Veriton	Veriton	AWI44GT421B46581943E
75	Desktop	Acer Veriton	Veriton	AWI44GT421B46582003E
76	Desktop	Acer Veriton	Veriton	AWI44GT421B46581823E
77	Desktop	Acer Veriton	Veriton	AWI44GT421B46581923E
78	Desktop	Acer Veriton	Veriton	AWI44GT421B46582033E
79	Desktop	Acer Veriton	Veriton	AWI44GT421B46581783E
80	Desktop	Acer Veriton	Veriton	AWI44GT421B46581963E
81	Desktop	Acer Veriton	Veriton	AWI44GT421B46581973E
82	Desktop	Acer Veriton	Veriton	AWI44GT421B46582033E
83	Desktop	Acer Veriton	Veriton	AWI44GT421B46582023E
84	Desktop	Acer Veriton	Veriton	AWI44GT421B46581883E
85	Desktop	Acer Veriton	Veriton	AWI44GT421B46581913E
86	Desktop	Acer Veriton	Veriton	AWI44GT421B46581903E
87	Desktop	Acer Veriton	Veriton	AWI44GT421B46581983E
88	Desktop	Acer Veriton	Veriton	AWI44GT421B46582013E
89	Desktop	Acer Veriton	Veriton	AWI44GT421B46581893E
90	Desktop	Acer Veriton	Veriton	AWI44GT421B46581873E
91	Desktop	Acer Veriton	Veriton	AWI44GT421B46581853E
92	Desktop	Acer Veriton	Veriton	AWI44GT421B46581833E
93	Desktop	Acer Veriton	Veriton	AWI44GT421B46581993E
94	Desktop	Acer Veriton	Veriton	AWI44GT421B46581863E
95	Desktop	Acer Veriton	Veriton	AWI44GT421B46581843E
96	Desktop	Acer Veriton	Veriton	AWI44GT421B46581803E
97	Desktop	Acer Veriton	Veriton	AWI44GT421B46581933E
98	Desktop	Acer Veriton	Veriton	AWI44GT421B46582053E
99	Desktop	Acer Veriton	Veriton	AWI44GT421B465820E

SOURCES				
1.	Server	Acer	Altos G320	AW180008063993921E
2.	Server	IBM Server	3650	7945D2A99R6150
3.	Server	IBM Server	3650	7945D2A99R6151
4.	SAN Storage	IBM SAN Storage		S/N13K0ZP3 P/N 1726-HC3
PRINTERS				
1	Printer	HP	LaserJet 3055	CNCKR04891
2	Printer	HP	LaserJet 3055	CNCKR04898
3	Printer	HP	LaserJet 3055	CNCKR04881
4	Printer	HP	LaserJet 3055	CNCKR04912
5	Printer	HP	LaserJet 2015 DN	CNCJL19631
6	Printer	HP	LaserJet 1022	VNRJ79X0NK
7	Printer	HP	LaserJet 1022	VNRJ79W3TI
8	Printer	HP	LaserJet 1022	VNRJ79W0BJ
9	Printer	HP	LaserJet 1022	V9RJ7W0VJ
10	Printer	HP	LaserJet 1022	VNRJ79W3S4
11	Printer	HP	LaserJet 1022	BNRJ79WJVY
12	Printer	HP	LaserJet 1022	VNR79W4RH
13	Printer	HP	LaserJet 1022	VIXRJ79WINR
14	Printer	HP	LaserJet 1022	VNRJ79W3YK
15	Printer	HP	COLOUR LaserJet2605N	CNHJ7BR017
16	Printer	SAMSUNG	SAMSUNG SCX-4828FN	14A5BA1QA00091F
17	Printer	SAMSUNG	SAMSUNG SCX-4828FN	14A5BA1QA00156P
18	Printer	SAMSUNG	SCX-4828FN	14A5BAXQ600025E
19	Printer	SAMSUNG	SAMSUNG SCX 6345 HEAVY DUTY	
20	Printer	SAMSUNG	CLP-610ND	14H5B1B5200003D
21	Printer	HP	Deskjet F4288	CN93E56106
22	Printer	HP	LaserJet P1007	VNF6X27082
23	Printer	HP	Office Jet Pro L7380	CB778A
24	Printer	HP	LaserJet P1008	VNF8205319
25	Printer	HP	LaserJet P1008	VNF8L05293
26	Printer	HP	LaserJet Pro M1213NF-	CNB8B3MB28

			MFP	
27	Printer	HP	Office Jet 2800	TH9B35Z02R
28	Printer	Samsung	Samsung SCX 4833FD	CNM1JC9001036ADS4YVC81593
29	Printer	Samsung	Samsung 3170ND	Z5SJBADB700573
30	Printer	Samsung	Samsung 3170ND	Z5SJBADB700024
31	Printer	Samsung	Samsung 3170ND	Z5SJBADB700554
32	Printer	Samsung	Samsung 3170ND	Z5SJBADB700536
33	Printer	Samsung	Samsung 3170ND	Z5SJBADB700691
34	Printer	Samsung	Samsung 3170ND	Z5SJBADB700605
35	Printer	Samsung	Samsung 3170ND	Z5SJBADB700706
36	Printer	Samsung	Samsung 3170ND	Z5SJBADB700768
37	Printer	Samsung	Samsung 3170ND	Z5SJBADB700702
38	Printer	HP	LaserJet 1020 PLUS	CNCH151549
39	Printer	HP	LaserJet PROFESSIONAL M1218NFS	CNJ8F4W672
40	Printer	HP	LaserJet M1005	CNH8F89JZC
41	Printer	HP	LaserJet P1606dn	VNF3L09649
42	Printer	HP	LaserJet P1606dn	VNF3L10118
43	Printer	HP	LaserJet Professional M1218nfs	CNJ8F64FWN
44	Printer	HP	LaserJet 3055	
45	Printer	SAMSUNG	SCX-4521F	8P67BACZ601083P
47	Printer	HP	LaserJet 1320	CNCJN57233
48	Printer	HP	LaserJet 1160	CNMIH39531
49	Printer	HP	LaserJet 1160	CNM1G29332
50	Printer	HP	LaserJet 1160	
51	Printer	HP	LaserJet 1160	CNMIH52911
52	Printer	HP	LaserJet 1160	CNMIG29367

53	Printer	HP	LaserJet 1160	CNM2D18560
54	Printer	HP	LaserJet 1160	CNN2D06659
55	Printer	HP	LaserJet 1160	CNN HIS 2843
56	Printer	HP	LaserJet 1160	CNM2D07103
57	Printer	HP	LaserJet 1160	CNMIH52914
58	Printer	HP	LaserJet 1020 PLUS	VNC3604027
59	Printer	HP	LaserJet P1007	
66	Printer	EPSON	LQ-2190	RJNY001540
<b>LAPTOPS</b>				
1	Laptop	Lenovo	R-60	L9-00492
2	Laptop	Lenovo	R-61	L9-00507
3	Laptop	Lenovo	R-61	L9-00505
4	Laptop	Lenovo	R-60	L9-00503
5	Laptop	Lenovo	R-61	L9-00504
6	Laptop	Lenovo	R-61	L9-00508
7	Laptop	Lenovo	R-61	L9-00506
8	Laptop	Lenovo	G570	
9	Laptop	Lenovo	SL 410	LR-RZ427
10	Laptop	Lenovo	G570	CB06635781
11	Laptop	Sony	VPC SB18GG/s	S01-7000326-4
12	Laptop	HP	DV6-7040TX	2CE2221R38
13	Laptop	Dell	Inspiron	20XTLV1
14	Laptop	HP Compaq	NC6120	CNU608157T
<b>ROUTER</b>				
1	Router	CISCO	2900 Series	
<b>SWITCHES</b>				
1	Switches	D-Link (Layer 2)	DS3200 (7 qty)	
<b>SCANNER</b>				
1	Scanner	HP	N9120	

**Annexure – C**

**ORIGINAL EQUIPMENT MANUFACTURER (OEM) AUTHORIZATION FORM**

No. \_\_\_\_\_ dated \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir:

Bid No. \_\_\_\_\_

We \_\_\_\_\_ who are established and  
reputed OEM or OEM Authorized Partner of  
(name and  
*description of goods 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 2 of the Conditions of  
Contracts, for the goods and services offered for supply by the above firm  
against this Invitation for Bid.

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.

## Annexure – D

### QUALIFICATION CRITERIA

**(Documents must be provided in support of the following otherwise bids will be summarily rejected)**

1. Bidder must be OEM or Authorized agent of OEM for the last 3 years (Minim time period) in the field of services & Installation of computer system and printers for last three years **(2012-2013; 2013-2014 & 2014-2015).**
2. OEM or authorized dealer/ agency of Original Equipment Manufacturer (OEM) should apply against this invitation for bid. In the case of the bidder, offering to supply goods under the bid, which the bidder does not manufacture or otherwise produce, the bidder has to provide Manufacturer's Authorization Certificate strictly as per format at **Annexure C**. Bids submitted without authorization certificate as per **Annexure C** will be summarily rejected. Authorization certificate is required for the item No. .... as mentioned in **Annexure A**.
3. The average turnover of the bidder quoting for the bid at least **Rs. 5 Lakhs/annum** during the last three financial years (2012-2013; 2013-2014 & 2014-2015). In this regard, the bidder shall submit audited Balance sheets including profit and loss accounts for the last three financial years as above.
4. Firm must have executed at least :

One single order of CAMC of the computer/printer/laptop/switches and router having value of **Rs. 4 Lakhs**.

(OR)

Two orders of similar CAMC of the computer/printer/laptop/switches and router having value of **Rs. 3.5 Lakhs**

(OR)

Three orders of CAMC of the computer/printer/laptop/switches and router having value of **Rs. 2.5 Lakhs or above.**

{The above said orders should have been undertaken in the last five years}. And at least one should be from government or government PSU.

P.O. Copy along with completion report of installation to be submitted.

5. The bidder must submit his acceptance regarding vigilance clearance and Blacklisting etc. terms as per **Annexure I**.
6. The bidder must submit his / their details / acceptance on technical compliance as per **Annexure H**
7. Bidder must submit the following information along with supporting documents:-
  - (i) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.
  - (ii) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the supply of the required systems and equipment within the specified time of completion after meeting all his current commitments.
  - (iii) Details of Service Centres and service support facilities from where services would be provided during and after the warranty period.

Notwithstanding anything stated above, the Purchaser 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 EdCIL.

**Annexure – E**

**COMPLIANCE STATEMENT FOR VARIOUS CLAUSES IN BID**

Bid No.-----

S. No.	Clause Number in the bid	Please mention Agreed /Not Agreed	Remarks
1.	<b>B – Scope</b>		
2.	<b>C – Instruction to Bidders</b> <b>Clause 1 to 24</b>		
3.	<b>D - Conditions of</b> <b>Contract clause 1 to 16</b>		
4.	<b>Annexure A to Annexure</b> <b>K</b>		
5.	<b>Price Bid (Annexure A)</b>		

Seal & Signature of the Bidder

**Annexure – F****PROFORMA FOR PERFORMANCE STATEMENT (FIVE LARGEST CONTRACT IN A PERIOD OF LAST THREE YEARS)**

Bid No. \_\_\_\_\_

Date of opening \_\_\_\_\_

Time \_\_\_\_\_ Hours

Name of the Firm \_\_\_\_\_

<u>Order placed By (full address Of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>	<u>Remarks indicated</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from The Purchaser/Consignee)</u>
1	2	3	4	5	6	7

Signature and seal of the Bidder \_\_\_\_\_

**PERFORMANCE SECURITY FORM**

Name of the Bank: -----  
EdCIL (India) Ltd,  
Acting through -----  
(Designation and Address of contract signing authority)

**Bank Guarantee Bond No** \_\_\_\_\_ **Date:**-----

**PERFORMANCE GUARANTEE BOND**

In consideration of the Chairman and Managing Director acting through---- ( Designation & address of Contract Signing Authority), EdCIL (India) Ltd( hereinafter called "The EdCIL (India) Ltd") 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 Supplier(s)" for the work..... (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ ..... ₹ .....only)) as a performance security Guarantee Bond from the Supplier 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 EdCIL (India) Ltd an amount not exceeding ₹ ..... ( ₹ .....only) on demand by the EdCIL (India) Ltd.

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 EdCIL (India) Ltd through the Chief General Manager, EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority) EdCIL (India) Ltd , stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Supplier of any of the terms of conditions contained in the said agreement or by reason of the Supplier 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 EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Supplier in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We,..... ( indicate the name of 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 EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ..... (Designation & Address of contact signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier and accordingly discharges this guarantee.

5

(a) Not withstanding 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 EdCIL (India) Ltd or until ( date of validity/ extended validity) which ever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd 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 on 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 may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we ..... (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

6. We, ..... ( indicate the name of Bank ) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd 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 EdCIL (India) Ltd against the said Supplier 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 Supplier or for any bearing act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Supplier(s).

8. We, ..... (indicate the name of the Bank ) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.

9. This guarantee shall be valid upto ( Date of Completion plus Maintenance Period). Unless extended on demand by EdCIL (India) Ltd. 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)

Witness

1

2.

Signature of Banks Authorised official  
( Name )-----  
Designation with Code No. -----  
Full Address-----

## Check List for Commercial Terms

S. No.	Description	Yes/No with Page No.
1.	Form in which Bid security enclosed (Bank Guarantee/Demand Draft). If the Bid security is submitted in the form of Bank guarantee it should be as per format given in <b>Annexure – M</b> . The Bank Guarantee should be issued on judicial stamp paper of Rs.100/- and Stamp Paper should be purchased in the name of Bank issuing the Bank Guarantee.	
2.	Date of issue of Bank Guarantee/Demand Draft	
3.	Validity of the Bank Guarantee (if submitted) 135 days from submission of bid or not?	
4.	Bid validity 90 days or not?	
5.	If bidder is an agent, whether the authorization certificate as per performa at <b>Annexure – C</b> attached or not?	
6.	Legal Status / Constitution of firm (any document & partnership deed etc.)	
7.	Details of Service Supports/Closest Service Station from where service would be provided during warranty period	
8.	Whether the bidder has quoted for all the items in the Schedule?	

S. No.	Description	Yes/No with Page No.
9.	Whether warranty of equipments as per bid quoted or not?	
10.	Whether price as per Financial Bid (Annexure Q) quoted or not?	
11.	Whether delivery period and installation period as per bid agreed or not?	
12.	Payment terms as per bid agreed or not?	
13.	Undertaking as per Annexure O or not ?	
<b>QUALIFICATION CRITERIA</b>		
14.	Audited Balance sheets including profit and loss statements for the last three financial years (2012-2013, 2013-2014 & 2014-2015) to fulfill the requirements of equipment turnover as per bid qualification criteria attached or not?	
15.	Bank Solvency ( <i>not exceeding 6 months before the date of publication of this advertisement</i> ) as per bid requirement submitted or not?	
	Copies of past order details to fulfill the requirement of past order as per qualification criteria attached or not?	
16.	A brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the supply of the required equipment attached or not?	

Authorized Signatory  
Of Supplier

**Annexure – I**

**UNDERTAKING**

This is to confirm that we M/s \_\_\_\_\_ (give full address) have not been blacklisted in any of the government department and public sector undertaking /enterprise in India and central Vigilance commission, in last three year (2012-2013 & 2013-2014 & 2014-2015) or before release of advertisement.

If the above information found false at any stage after the placement of Purchase Order, EdCIL (India) Limited (Ed.CIL), 18-A, Sector 16-A, Noida will have full right to cancel the Purchase Order 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 Ed.CIL which may be deemed fit at that point of time.

**Authorized Signatory  
Of Supplier**

**PRE CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of .... 2016, between, on one hand, acting through Shri/Smt. \_\_\_\_\_, Designation, EdCIL (India) Limited (hereinafter called the “EdCIL India Limited”, 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 Procurement Consultant proposes to procure (name of the Stores / Equipment / item) and BIDDER/Seller is willing to offer / has offered the stores and

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 Procurement Consultant is a PSU performing its functions on behalf of the EdCIL (India) Limited.

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 Procurement Consultant to obtain the desired said stores/equipment / item 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 Procurement Consultant will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

## **1. Commitments of the Procurement Consultant**

- 1.1 The Procurement Consultant undertakes that no official of the Procurement Consultant, 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 Procurement Consultant 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 Procurement Consultant with full and verifiable facts and the same is prima facie found to be correct by the Procurement Consultant, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Procurement Consultant 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 Procurement Consultant 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 Procurement Consultant, 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 benefit or other advantage, commission, fees, brokerage or

inducement to any official of the Procurement Consultant 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 Procurement Consultant 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 Procurement Consultant 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.
- 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 Procurement Consultant 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 Procurement Consultant as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 3.12 If the BIDDER or any employee of 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 Procurement Consultant, or alternatively, if any relative of an officer of the Procurement Consultant has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 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 Procurement Consultant.

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

#### **5. EARNEST MONEY (SECURITY MONEY)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. \_\_\_\_\_ as Earnest Money / Security Deposit, with the Procurement Consultant through any of the following instruments:
  - (i) Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Procurement Consultant on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Procurement Consultant shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money / Security Deposit shall be valid up to a period of 14 months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Procurement Consultant, 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 Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Procurement Consultant to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the Procurement Consultant to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

## 6. **SANCTIONS FOR VIOLATIONS**

6.1 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 Procurement Consultant 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 (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Procurement Consultant and the BUYER 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 Procurement Consultant, 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. If any outstanding payment is due to the BIDDER from the Procurement Consultant in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (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 Procurement Consultant, 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 Procurement Consultant resulting from such cancellation/rescission and the Procurement Consultant 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 for a minimum period of five years, which may be further extended at the discretion of the Procurement Consultant.
- (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 Procurement Consultant with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the Procurement Consultant to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Procurement Consultant 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 Procurement Consultant to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. FALL CLAUSE**

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

## **8. INDEPENDENT MONITORS**

8.1 The Procurement Consultant has appointed Independent Monitors hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

- 8.2 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.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Procurement Consultant.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Procurement Consultant including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The Procurement Consultant will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the Procurement Consultant / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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## **9. FACILITATION OF INVESTIGATION**

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

## **10. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Procurement Consultant.

## 11. **OTHER LEGAL ACTIONS**

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

## 12. **VALIDITY**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

EdCIL (India) Limited  
Name of the Officer  
Designation

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**Annexure-K**

**DETAILS OF THE POSTS, ESSENTIAL QUALIFICATION OF RESIDENTIAL ENGINEER:**

<b>S.No.</b>	<b>Post Name</b>	<b>Essential Qualification &amp; Experience</b>
1.	Residential Engineer	<p><b>1.</b> Qualification of BCA in Computer Science, Information Technology , equivalent degree from a recognized university with 2 years experience or MCA from recognized university with 1 years experience .</p> <p><b>2.</b> Computer Diploma holder of Hardware, Software, Network maintenance and other allied services with 3 year experience.</p>

