

BID DOCUMENT

**NOTICE INVITING TENDER**

FOR

**Supply, Installation, Configuration, testing and commissioning of secured  
Wi-Fi Network Services in EdCIL House, NOIDA**

Bid No. : EdCIL/IS Unit/WI-FI/2016

**February' 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**  
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**This document serially numbered from page number 01 to 35**  
**Dated 23.02.2016**

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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 enhance its existing networking services in Edcil Bhavan at its corporate office in NOIDA. For this a **Tender for Supply, Installation, Configuration, testing and commissioning of secured Wi-Fi Network Services in EdCIL, Noida., Plot No. 18A, Sector-16A, Noida** is being floated.

## B. SCOPE of work:

### **The Project consists of:**

i) **SUPPLY:** Supply of Ten Dual-band 802.11ac Unified Access Point with internal antenna, One Wireless controller (default minimum licenses 12), Two 24-Port 10/100/1000 Base-T Gigabit PoE Smart Managed Switch with 2 Gigabit Fiber SFP Slots and Passive Network Components at EdCIL India Limited Corporate Office, NOIDA - as specified in **Annexure A**.

ii) **INSTALLATION:**

- Ethernet LAN Cabling from UTM to all the Wi-Fi Access points in EdCIL office. Network cabling to be done for access points in every floor of building from the rack with proper information outlets, jack panels, PVC conduits and accessories.
- Install indoor access points with proper physical (Stacking) protection and related accessories at all the floors of EdCIL-
- Provide wall mount of Access point, Switches and Controller

- Design of WLAN and IP addressing scheme for the wireless network and configure the wireless network and existing core switch to implement the design.
- Design and Implementation of advanced Wireless LAN security and authentication system as per DoT's latest regulations for Secure Use of Wi-Fi.
- Critical components 24 ports stackable managed switch are to be configured in 1+1 mode for providing essential redundancy to the wifi system.

iii) **TESTING:** Testing of the Wi-Fi system to ensure coverage to all rooms and corridors of all the floors of EdCIL House,  
The coverage criteria shall be

1. Minimum number of users: 150
2. Wi-Fi signal should be available for the use of legitimate users only within EdCIL House and should NOT be available outside the EdCIL premises.

iv) **COMMISSIONING:** Commissioning and handover of the wireless network at the EdCIL to competent authority after successful testing of the system. Training to be imparted to EdCIL team on administration and troubleshooting of the wireless network before commissioning of system.

v) **WARRANTY AND TECHNICAL SUPPORT:** for a period of Three years comprehensive onsite warranty or more as given by OEM (as finalized at the time of awarding work-order) from the date of commissioning of the Wi-fi network services in EdCIL House which shall include full technical support covering up-gradation of hardware, software, firmware or any license requirement etc.

## 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 are provided in **Annexure A**.

3. The bidders must read and understand the qualification/ eligibility criteria specified at **Annexure D** and must ensure that they meet the prescribed criteria.
4. The bid must be accompanied with an Earnest Money Deposit (EMD) of **Rs. 15,000.00 (Rupees Fifteen Thousand only)**. The EMD should be in the form of Demand Draft from any Nationalized Bank in favour of **EdCIL (India) Limited** payable at **NCR / New Delhi** failing which the bid would be rejected.
5. 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.
6. 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.
7. The bidders must provide a certificate indicating their adherence to all the clauses of the bid as per format in **Annexure E**.
8. Bid is based on single bid (Techno-Commercial) System. The master envelope should contain the following documents strictly.
  - a. Earnest Money Deposit (EMD) of Rs. 15,000/- (**Rupees fifteen Thousand only**) as mentioned above.
  - b. Price Bid to be submitted as per **Annexure- C**.
  - c. Technical Compliance Statement **Annexure G**.

- d. A certificate from the OEM authorizing you to submit quote and also for providing technical support services after installation.
- e. The bidder company must have total turnover above 50 Lakhs p.a. for the last three financial years 2012-2013, 2013-2014 & 2014-2015. For verification bidder is requested to submit an audited Balance Sheets including profit and loss Account for these three financial years.
- f. The bidder should have undertaken three work of similar or higher valuing at least five lakhs or above. Document supporting the work undertaken should be accompanied with work order along with completion certificates. Among these work orders & completion certificates one should be from Government or Government PSU.

9. Each page of the Bid must be sealed and signed by the authorized signatory of the bidder.

10. 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 immediately.

11. Bids should be submitted in hardcopy only. Email, cable etc bids will be rejected.

12. 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 **15-03-16 upto 1500 hrs.**, failing which it would be summarily rejected. EdCIL will not be responsible for postal delay or non-receipt of bid documents.

13. The bid would be opened **on date 15-03-16 at 15.30 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.

14. Bids should be valid for a minimum period of 90 days from the date of opening of bid.
15. Any Conditions mentioned by the bidder will not be binding on EdCIL. All the terms and conditions for the supply, maintenance 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.**
16. 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.
17. Bidder must quote for all the items, quantities and services specified in the package (Annexure-C) on the single responsibility basis, failing which the bid would be rejected. The bid would be evaluated based on the Total Cost (all inclusive).
18. EdCIL reserves the right at the time of issue of Purchase Order to increase or decrease the quantity by or up to 15 percent of the order of goods and services originally specified in the Bid without any change in final unit price or other terms and condition.
19. A duly constituted Techno-commercial Evaluation Committee (TEC) will evaluate the Bids on the basis of technical and commercial parameters. EdCIL reserves the right to check the credentials of Bidder with any one or more of their previous Clients.

20. 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 I**.

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

1. The Supplier shall furnish one performance security of 10% of the contract value valid for validity period as finalized in work order 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 F**.

Supplier shall also enter into the Contract with EdCIL within seven days of issue of LOA.

If the supplier fails to fulfill his/their obligations as per the conditions of the Purchase 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.

#### **2. Warranty**

The bidder shall provide comprehensive 36 months or more on-site warranty in case given by OEM (as finalized at the time of giving work order) for the complete wi-fi network solution provided in the Edcill House Noida.

#### **3. Price**

The price of the bid shall be in Indian rupees inclusive of duties, packing, forwarding, transportation, fitting & installation at designated site (EdCIL Corporate Office, Noida), as per price bid **Annexure C** along with applicable taxes and levies.

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 supplier shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.  
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. Duration**

Period of installation as mentioned in SCOPE is 30 days from the date of issue of purchase order.

**7. Payment Terms**

Payment for supplies shall be made by EdCIL (India) Limited in Indian Rupees as follows :

100% payment will be made after the successful delivery, installation (as mentioned in SCOPE), Testing, Training and Documentation. Supporting installation report, which should be signed by the authorized official of EdCIL.

## **8. Delay and Non Conformance**

### **▪ Delivery and Installation**

If the supplier fails to install any or all of the parts/goods within specified period of the Purchase Order, EdCIL shall without prejudice to its other remedies under the Purchase Order, recover by way of penalty @ 0.5% of the contract value per week or part thereof to maximum of 5% of the contract value. In case the delay exceeds 10 weeks EdCIL reserves the right to cancel the order and encash the Performance Bank Guarantee received from the bidder. In case of Natural disasters or disorders as agreed by Edcil this clause may be waived off.

### **▪ Services during warranty period**

- The maximum response time for attending maintenance complaint during warranty period shall not exceed 3 hours (excluding Sunday & National Holiday).
- In case an item is defective and need replacement the supplier will be required to arrange for an immediate replacement within 24 hours. Otherwise after five working days a penalty of sum equivalent to 2 % of the item's price per week until that defective item is replaced shall be levied. This penalty is applicable upto a maximum of 4 weeks. After that alternative arrangement will be made and the cost of repairs along with the penalty of 10% shall be recovered by encashing the performance bank guarantee submitted by the supplier and the balance amount if any, will be returned to the Supplier after completion of warranty obligations. In case of Natural disasters or disorders as agreed by Edcil this clause may be waived off.

## **9. Substitution And Wrong Supplies**

Unauthorized substitution or materials delivered in error 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.

**10. Insurance, Freight And Deliveries**

- i) The Supplier shall make all arrangements towards safe and complete delivery at EdCIL Corporate Office, Noida. Such responsibility on part of the supplier will include taking care of insurance, freight, octroi, state level permits etc. as applicable.
- ii) It is the total responsibility of Supplier to make all arrangements towards safe and complete delivery of items / equipments at EdCIL India Limited, Plot No. 18A, Sector 16A, Film City, Uttar Pradesh, Noida 201 301.
- iii) It is the total responsibility of supplier to complete all formalities to transit of goods from the place of dispatch to EdCIL India Limited, Plot No. 18A, Sector 16A, Film City, Uttar Pradesh, Noida 201 301.
- iv) The bidder shall ensure that no person can engage in the business of a common carrier unless he has granted a certificate of registration to do so for supply of items at EdCIL Corporate Office, Noida. The transportation of goods through unregistered common carrier is illegal. The bidder shall comply the carriage by Road Act 2007.
- v) The supplier will keep EdCIL informed about various stages of deliveries & installation.

**11 Settlement of Disputes**

- a) General: If any dispute arises between the Supplier 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.

**12 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.

**13 Law Governing Purchase Order**

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

**14 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**

**TECHNICAL SPECIFICATION FOR WIRELESS LAN**

Sr No.	Description	Qty in Nos.	Make	Remarks
<b>PART-A: ACTIVE NETWORK COMPONENTS</b>				
1	<p><b>Dual-band 802.11ac Unified Access Point with internal antenna</b></p> <p>*General Specs-3x3 MIMO with two spatial streams Maximal ratio combining (MRC) ,Cyclic shift diversity (CSD) support &amp; 802.11 dynamic frequency selection (DFS)</p> <p>*802.11ac- 802.11ac beamforming (transmit beamforming)</p> <p>20-, 40-, and 80-MHz channels PHY data rates up to 867 Mbps</p> <p>*Integrated antenna-2.4 GHz, gain 3 dBi, internal omni, horizontal beamwidth 360° ,5 GHz, gain 5 dBi, internal omni, horizontal beamwidth 360</p> <p>*Compliance standards-UL 60950-1 , UL 2043 , IEC 60950-1 ,EN 60950-1 Radio approvals:IEEE standards:◦802.11ac Draft 5</p> <p>Security:◦ 802.11i, Wi-Fi Protected Access 2 (WPA2), WPA ◦ 802.1X, AES ,EAP /TLS/PEAP/MSCHAP V2 .Wi-Fi multimedia (WMM) FCC Bulletin OET-65C RSS-102</p> <p>*Interfaces-1 x 10/100/1000BASE-T autosensing (RJ-45), Power over Ethernet (PoE)</p> <p>Management console port (RJ-45)</p>	10	CISCO/ HP(ARUBA) /Zebra	50 Users Support Per unit
2	<p><b>Wireless controller (default minimum licenses 12)</b></p> <p>*Comprehensive End-to-End Security-Offers CAPWAP-compliant Datagram Transport Layer Security (DTLS) encryption to help ensure full-line-rate encryption between access points and controllers across remote WAN/LAN links</p> <p>*Wireless Standards-IEEE 802.11ac and IEEE 802.1Q VLAN tagging</p>	01	CISCO/ HP(ARUBA) /Zebra	

	<p>*Encryption-Advanced Encryption Standard (AES): CBC, CCM, Counter Mode with Cipher Block Chaining Message Authentication Code Protocol (CCMP),DES: DES-CBC, 3DES, Secure Sockets Layer (SSL) and Transport Layer Security (TLS): RC4 128-bit and RSA 1024- and 2048-bit</p> <p>*Authentication, Authorization, and Accounting (AAA)-IEEE 802.1X, Web-based authentication ,TACACS support for management users</p>			
3	<p><b>24-Port 10/100/1000 Base-T Gigabit PoE Smart Managed Switch with 2 Gigabit Fiber SFP Slots</b></p> <p>*Ethernet Interfaces- 10/100/1000BASE-T ports: RJ-45 connectors 1000BASE-T SFP-based ports</p> <p>*Stacking Interfaces-Switches can be stackable</p> <p>*Min 80G-Min 80G</p> <p>*Forwarding bandwidth -100 Gbps or more</p> <p>*Switching bandwidth-200 Gbps or more</p> <p>*Number of PoE-24 Ports</p> <p>*Console -CAB-CONSOLE &amp; CAB-CONSOLE-USB</p> <p>*Safety-UL 60950-1 Second Edition ,EN 60950-1 Second Edition , IEC 60950-1 Second Edition</p> <p>*Dimensions-1U</p>	02	CISCO / HP(ARUBA)/ Zebra	Design should be Physical Stacking topology
<b>* All Active Components(Sr .No. 1,2 and 3) should be of same Make /OEM</b>				
<b>PART -B:PASSIVE NETWORK COMPONENTS</b>				
4	Patch panels, Wi-Fi USB Adapters, Cabling (Cat 6), Patch cords, Connectors, and other essential items for Installation, Configuration testing and commissioning of controller base centrally managed Wireless-LAN inside the entire EdCIL House with existing LAN. All the wireless access points (Indoor) will be connected through 24 ports POE switch, and W-LAN controller. in all floors of Edcil Bhavan (including other minor items required at the time of fitting & labor work).		As per actual Requirement	

<b>PART-C: TRAINING &amp; DOCUMENTATION</b>		
5	Two days training to designated staff of EdCIL on upkeep and administration of WIFI services commissioned.	1 Job
6	Operation and maintenance manuals (soft copy and hard copy) wherever apply, for all equipments used in WIFI services commissioned on CD.	2 Sets

**Salient Features of Wireless LAN:-**

1. Controller based deployment with central management
2. IEEE 802.11 ac
3. Web based user interface: HTTP/HTTPS
4. Guest Control and Management · Login and password management
5. Network security: Wireless intrusion detection system(WIDS), Rogue AP ejection & classification, WEP, WPA Personal/enterprise,WPA2 PERSONAL/ENTERPRISE
6. Power method for AP (internal antenna): Power on Ethernet (PoE)
7. AP's Mounting: wall mounting
8. SSID security: 16 SSID OR STATION ISOLATION
9. Wireless security: PSK AND TKIP
10. Controller should support L2/L3 Roaming
11. Controller should support QoS.
12. Controller should conform to cUL, LVD (EN60950-1) Standards for Safety requirements of Information Technology Equipment.
13. Controller should confirm to FCC Class B, CE Class B, VCCI, C-tick.
14. AP should have Dual Gigabit Ethernet LAN ports, enabling effortless connectivity to other wired network devices on the network
15. AP should conform to cUL, LVD (EN60950-1), UL2043 (for plenum-rated sku only) Standards for Safety requirements of Information Technology Equipment.
16. AP should conform to FCC Class B, CE Class B, C-tick, IC, VCCI, NCC, TELEC, Wi-Fi® Standards for EMC (Electro Magnetic Compatibility) requirements.
17. Switch should support IEEE 802.3af, 802.3at and PoE Power Budget Min 190 W.
18. Ethernet LAN Cabling from UTM to all the Wi-Fi Access points in EdCIL office.  
Network cabling to be done for access points in every floor of building from the rack with proper information outlets, jack panels, PVC conduits and accessories.
19. Install indoor access points with proper physical (Stacking) protection and related accessories at all the floors of EdCIL.
20. Provide wall mount of Access point, Switches and Controller
21. Design of WLAN and IP addressing scheme for the wireless network and configure the wireless network & existing core switch to implement the design.
22. Design and Implementation of advanced Wireless LAN security and authentication system as per DoT's latest regulation for Secure Use of Wi-Fi.
23. Critical components 24 ports stackable managed switch are to be configured in 1+1 mode for providing essential redundancy to the wifi system.

**Annexure – B**

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

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

To

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

Dear Sir:

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

We \_\_\_\_\_ who are established and reputed OEM 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 3 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-C**

**PRICE BID**  
**(To be submitted On Company Letter Head)**

With reference to the tender No EdCIL/IS Unit/Wi-Fi /2016, dated ..... for  
**“Supply, Installation, configuration , testing and Commissioning of secured wi-fi network services within EdCIL House, Noida”**,

After studying carefully scope of work and deliverables, we submit our best rates for carrying out the desired scope of work as below:

Sr. No	Description	Qty	Make	Rate per unit (in Rs) Inclusive all taxes		Total Amount (in Rs) Inclusive all taxes	
				In word	In Figure	In word	In Figure
<b>PART-A: ACTIVE NETWORK COMPONENTS</b>							
1	Dual-band 802.11ac Unified Access Point with internal antenna as per specification in Annex. A (50 Users support per unit)	10 Nos	CISCO / HP(ARUBA)/ Zebra				
2	WLAN controller (default minimum licenses 12) as per specification in Annex. A	01 Nos	CISCO / HP(ARUBA)/ Zebra				
3	24-Port 10/100/1000 Base-T Gigabit PoE Smart Managed Switch with 2 Gigabit Fiber SFP Slots as per specification in Annex. A	02 Nos	CISCO / HP(ARUBA)/ Zebra				
Total of Part –A ( 1+2+3) inclusive all taxes							
<b>PART -B:PASSIVE NETWORK COMPONENTS</b>							
4	As mentioned in part B,C & D & of Technical Specification Table (inclusive of all taxes)		All points as per scope of works				
Total of Part –B inclusive all taxes							
Grand Total (A+B) of Rs. (Included all taxes)							

(Signature)  
**Duly authorized to sign the Bid Response for and on behalf of:  
 (Name and Address of Company) Seal/Stamp:**

## 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 partner of OEM in the field of Wireless Networking Solutions for last three financial years **(2012-2013; 2013-2014 & 2014-2015).**
2. The turnover of the bidder quoting for the bid should be at least **Rs. 50.00 Lakhs p.a** 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.
3. The bidder company should have completed successfully at least three similar or higher work valuing at least five lakhs or above along with completion certificates. Among these work orders & completion certificates one should be from Government or Government PSU. P.O. Copies along with completion reports are to be submitted.
4. The bidder must submit his / their details / acceptance on technical compliance as per **Annexure G**.
5. 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 20</b>		
3.	<b>D - Conditions of Contract</b> <b>clause 1 to 14</b>		
4.	<b>Annexure A to Annexure J</b>		

**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 President of India 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 General Manager, EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority) Northern Railway , 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 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 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 bearance 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  
(indicate the name of bank)

Witness

1

2.

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

**Annexure- G**

**TECHNICAL SPECIFICATIONS (Compliance Statement)**

<b>Unified Access Point</b>		
Feature	Specifications	Complied (Yes/No)
General Specs	3x3 MIMO with two spatial streams Maximal ratio combining (MRC), Cyclic shift diversity (CSD) support & 802.11 dynamic frequency selection (DFS)	
802.11ac	802.11ac beamforming (transmit beamforming) 20-, 40-, 80-MHz channels PHY data rates up to 867 Mbps	
Integrated antenna	2.4 GHz, gain 3 dBi, internal omni, horizontal beamwidth 360° 5 GHz, gain 5 dBi, internal omni, horizontal beamwidth 360°	
Interfaces	1 x 10/100/1000BASE-T autosensing (RJ-45), Power over Ethernet (PoE) Management console port (RJ-45)	
Powering options	802.3af/ 802.3at Enhanced PoE	
Compliance standards	UL 60950-1 , UL 2043 , IEC 60950-1 ,EN 60950-1 Radio approvals: IEEE standards: IEEE 802.11a/b/g, 802.11n, 802.11h, 802.11d , IEEE 802.11ac Draft 5 Security: 802.11i, Wi-Fi Protected Access 2 (WPA2), WPA 802.1X,AES ,EAP /TLS/PEAP/MSCHAP V2 . Wi-Fi Multimedia (WMM) FCC Bulletin OET-65C,RSS-102	
Roaming	Must support Proactive Key Caching and/or other methods for Fast Secure Roaming	
Security	<ul style="list-style-type: none"> <li>a. Must support Management Frame Protection.</li> <li>b. Should support locally-significant certificates on the APs using a Public Key Infrastructure (PKI).</li> <li>c. Must operate as a sensor for wireless IPS</li> </ul>	
Encryption	<ul style="list-style-type: none"> <li>a. Access Points must support a distributed encryption/decryption model.</li> <li>b. Access Points must support Hardware-based DTLS encryption on</li> <li>c. CAPWAP or equivalent Standard</li> </ul>	

Monitoring	<ul style="list-style-type: none"> <li>a. Must have the ability to serve clients and monitor the RF environment concurrently.</li> <li>b. Same model AP that serves clients must be able to be dedicated to monitoring the RF environment</li> </ul>	
Flexibility	<p>Should support mesh capabilities for temporary connectivity in areas with no Ethernet cabling.</p> <p>Mesh support should support QoS for voice over wireless.</p> <p>Must support 16 WLANs per AP for SSID deployment flexibility</p>	
Quality of service	<ul style="list-style-type: none"> <li>a. 802.11ac and WMM</li> <li>b. WiFi Alliance Certification for WMM and WMM power save</li> <li>c. Must have Reliable Multicast Video to maintain video quality</li> <li>d. Must have QoS and Call Admission Control capabilities</li> </ul>	

Wireless Controller		
Feature	Specifications	Complied (Yes/No)
Scalability	Supports up to 60 access points or more	
	Supports up to 900 clients or more	
Comprehensive End-to-End Security	Offers CAPWAP-compliant Datagram Transport Layer Security (DTLS) encryption to help ensure full-line-rate encryption between access points and controllers across remote WAN/LAN links	
Wireless Standards	IEEE 802.11ac,	
Wired/Switching/Routing	IEEE 802.3 10BASE-T, IEEE 802.3u 100BASE-TX specification, 1000BASE-T, and IEEE 802.1Q VLAN tagging	
Encryption	Advanced Encryption Standard (AES): CBC, CCM, Counter Mode with Cipher Block Chaining Message Authentication Code Protocol (CCMP) DES: DES-CBC, 3DES Secure Sockets Layer (SSL) and Transport Layer Security (TLS): RC4 128-bit and RSA 1024- and 2048-bit	
Authentication, Authorization, and Accounting (AAA)	IEEE 802.1X Web-based authentication TACACS support for management users	
Monitoring	Should be able to dedicate some APs to monitor-only for Intrusion Prevention Services.	
Roaming	<ul style="list-style-type: none"> <li>a. Must support client roaming across controllers separated by a layer 3 routed boundary.</li> <li>b. Solution proposed must support clients roaming across at least 100 APs.</li> </ul>	

Operational	<ul style="list-style-type: none"> <li>a. Must support AP over-the-air packet capture for export to a tool such as Wireshark.</li> <li>b. Should be able to classify over 20 different types of interference within 5 to 30 seconds.</li> <li>c. Should provide a snapshot of air quality in terms of the performance and impact of interference on the wireless network identifying the problem areas.</li> <li>d. Should provide an Air Quality rating on a per-radio basis to help gauge the impact of interference on the network.</li> <li>e. Should provide real-time charts showing interferers per access point, on a per-radio/per-channel basis.</li> </ul>	
MANAGEMENT FEATURES	Shall have management dashboard for real time monitoring. Shall have remote management features Safety:UL 60950-1, 2nd Edition , EN 60950:2005	
<b>PoE Smart Manage Switch</b>		
Feature	Specifications	Complied (Yes/No)
Ethernet Interfaces	10/100/1000BASE-T ports: RJ-45 connectors 1000BASE-T SFP-based ports	
Stacking Interfaces	Switches can be stackable	
Stack Bandwidth	Min 80G	
Forwarding bandwidth	100 Gbps or more	
Switching bandwidth	200 Gbps or more	
Layer 3 Features	<ul style="list-style-type: none"> <li>a. Wirespeed routing of IPv4 and IPv6 packets</li> <li>b. Support for CIDR</li> <li>c. Relay of DHCP traffic across IP domains</li> <li>d. Relay of broadcast information across Layer 3 domains for application discovery or relaying of BootP/DHCP packets</li> </ul>	
Management	<ul style="list-style-type: none"> <li>a. Superior manageability Features</li> <li>b. Command Line Interface (CLI) support for configuration &amp; troubleshooting purposes.</li> <li>c. The Switch should have OEM supplied management software/ web based dashboard allowing for easy configuration of the switch.</li> <li>d. For enhanced traffic management, monitoring, and analysis, up to four RMON groups (history, statistics, alarms, and events) must be supported</li> <li>e. Support for SNMPv1, SNMPv2c, and SNMPv3</li> <li>f. Embedded RMON software agent with support for up to 4 RMON groups for enhanced traffic management, monitoring, and analysis</li> <li>g. Support for both IPv4 as well as IPv6</li> <li>h. Support for Traceroute; single IP management;</li> </ul>	

	HTTP/HTTPS; SSH; RADIUS; port mirroring; TFTP; DHCP client; BOOTP; SNTP; Xmodem upgrade; cable diagnostics; ping; syslog; Telnet client (SSH secure support <ul style="list-style-type: none"> <li>i. Should have Support for features to improve energy efficiency</li> </ul>	
Number of PoE	24 Ports	
Network Security features	<ul style="list-style-type: none"> <li>a. IEEE 802.1x to allow dynamic, port-based security, providing user authentication.</li> <li>b. Support for QoS/ACLs with Drop or rate limit based on source and destination MAC, VLAN ID or IP address, protocol, port, differentiated services code point (DSCP)/IP precedence, TCP/ UDP source and destination ports, 802.1p priority, Ethernet type etc.</li> <li>c. SSHv2 to provide network security</li> <li>d. Support for SSL to encrypt all HTTPS traffic, allowing highly secure</li> <li>e. access to the browser-based management GUI in the switch</li> <li>f. Support for IP Source Guard (IPSG) to enable the switch to filter out IP packets received from the port if the source IP addresses of the packets have not been statically configured or dynamically learned from DHCP snooping. This prevents IP Address Spoofing.</li> <li>g. Support for Dynamic ARP Inspection (DAI) to prevent man-in-the-middle attacks by enabling the switch to discard ARP packets from a port if there is no static or dynamic IP/MAC bindings or if there is a discrepancy between the source or destination address in the ARP packet.</li> <li>h. RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration.</li> <li>i. DHCP snooping to allow administrators to ensure consistent mapping of IP to MAC addresses. This can be used to prevent attacks that attempt to poison the DHCP binding database, and to rate-limit the amount of DHCP traffic that enters a switch port.</li> </ul>	
Console	CAB-CONSOLE & CAB-CONSOLE-USB	
Safety	UL 60950-1 Second Edition ,EN 60950-1 Second Edition , IEC 60950-1 Second Edition	
Dimensions	1U	

Name & Signature  
(Authorized Signatory)  
With date & rubber stamp

## CHECK LIST

## Annexure- H

S.No.	Description	Yes/No
	Whether Bid Security enclosed (Demand Draft).	
1	Bid validity 90 days or not?  PBG No. .... Dated ..... Period.....	
2	If bidder is OEM partner, whether the authorization certificate as per performa at <b>Annexure – B</b> attached or not?	
	Legal Status / Constitution of firm (any document & partnership deed etc.)	
	Details of Service Supports/Closest Service Station from where service would be provided during warranty period	
	Whether the bidder has quoted for all the items in the Schedule?	
	Whether price as per Financial Bid (Annexure C) quoted or not?	
	Whether delivery period and installation period as per bid agreed or not?	
	Payment terms as per bid agreed or not?	
	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?	
	Copies of work orders, completion certificates details to fulfill the requirement of past order as per qualification criteria attached or not?	

(Authorized Signatory)

**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

## **PRE CONTRACT INTEGRITY PACT**

### **GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of .... 2015, 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier**

- 1.1 The Procurement Supplier undertakes that no official of the Procurement Supplier, 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 Supplier 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 Supplier with full and verifiable facts and the same is prima facie found to be correct by the Procurement Supplier, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Procurement Supplier 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 Supplier 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 Supplier, 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier, or alternatively, if any relative of an officer of the Procurement Supplier 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 Supplier.

#### **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 Supplier 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 Supplier on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Procurement Supplier 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 Supplier, 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier, 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 Supplier 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 Supplier, along with interest.

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- (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 Supplier resulting from such cancellation/rescission and the Procurement Supplier 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 Supplier.
- (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 Supplier with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the Procurement Supplier to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Procurement Supplier 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.

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6.3 The decision of the Procurement Supplier 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**

5.1 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 Supplier, if the contract has already concluded.

## **8. INDEPENDENT MONITORS**

- 8.1 The Procurement Supplier 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 Supplier.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Procurement Supplier 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 SubSuppliers. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SubSupplier(s) with confidentiality.
- 8.7 The Procurement Supplier 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 Supplier / 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 Supplier 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 Supplier.

**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  
Authorised Signatory

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

Witness  
1.  
2.  
\_\_\_\_\_