



EdCIL (India) Limited
[A Government of India 'Mini Ratna' Enterprise]
18A, Sector 16A, Noida – 201 301 (U.P)

EdCIL/NPIU/SQL Server Software/2017

Date: 05/05/2017

Subject: Limited Tender for Supply & Installation of SQL Server (Standard 2 Core)
License Software single user for NPIU

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, NPIU, etc.”

Sealed Bids are invited from authorized distributors/dealers/channel partner for Supply, Installation & Commissioning of SQL Server license Software (Standard 2 Core) single user for **National Project Implementation Unit (NPIU), 4th Floor, EdCIL House, 18A, Sector 16A, Noida – 201 301 (U.P)**.

Bid document with other terms & conditions can be downloaded from EdCIL Website: www.edciliindia.co.in and be submitted with notified EMD as per following:

Earnest Money Deposit (EMD)	Last Date & Time for submission of bids	Venue for Submission & opening of Bids
Rs. 7000/- (Seven Thousand only)	17/05/2017/ by 03:00 p.m.	EdCIL (India) Limited 18A, Sector 16A, Noida 17/05/2017 at 03.30 p.m

Minimum Eligibility Criteria:

Sl.No.	Clause	Documents Required
1	EMD	Rs. 7,000/- (Rupees Seven Thousand only) by Demand Draft only drawn in favor of 'EdCIL (India) Limited' Payable at Delhi/Noida
2	The Bidder should be registered in India under the Indian Companies Act, 1956 or Partnership Firm (LLP) and existing for the past 3 years.	The bidder shall provide the Certificate of Incorporation for Registered Companies/copy of registered partnership deed.
3	Bidder should be Principal developer/authorized dealer/distributor of the Microsoft software.	Certificate of dealership/authorization letter as per the Annexure-I from OEM.
4	The Turn-over of the bidding company must be minimum Rs. 50 Lakhs (Rs. Fifty Lakhs) cumulative during the last three financial years 2013-14, 2014-15 & 2015-16.	Audited Balance sheet of the Bidder for each of the last 3 financial years i.e. FY 13-14, FY 14-15 and FY 15-16.
5	The bidding company must have successfully executed supply and installation of SQL Server Standard Software to any Govt./PSU/Autonomous Body for minimum order value of Rs.2.50 Lakhs.	Copy of Purchase Order issued in the name of Bidder and copy of the completion/Performance Certificate for the above Purchase Order shall be submitted.
6	Should not have been black listed by any State/ Central Government/PSU/Autonomous Body, UIDAI, NIC, STQC etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	Self Declaration as per the Annexure II to be submitted by bidder
7	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. The Bidder should have currently valid Sales tax/Service Tax Registration Certificate and PAN No.	Copies of Sales Tax, Service Tax Certificate & PAN No.

Any Bid failing to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.

Conditions of Contract

Terms & Conditions:

1. Sealed Technical and Financial Bids placed in a single sealed envelope superscribed "Bid for supply & installation of SQL Software for NPIU" complete in all respects, along with the earnest money should reach to:

HOD (IS),
EdCIL (India) Limited
18A, Sector 16A,
Noida – 201 301 (U.P)

On or before 17/05/20417 up to 15.00 hrs.

2. No bids after the last date and time shall be entertained.
3. **Earnest Money Deposit (EMD):** EMD of Rs. 7,000/- (Rupees Seven Thousand only) by Demand Draft only drawn in favor of 'EdCIL (India) Limited' Payable at Delhi/Noida. Any bid received without EMD will be rejected summarily. However, Bidders registered with DGS&D, NSIC or MSEs for this purpose are exempted from payment of EMD subject to submission of relevant exemption certificate from the authorities.
4. **Forfeiture of Earnest Money:**
 - 3.1 If the Bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the Earnest Money Deposited by the bidder will be forfeited.
 - 3.2 If the Bidder fails to comply with any of the terms, conditions or requirement of order and the technical specifications of the tender document. The Earnest Money deposited by the Bidder will be forfeited.
 - 3.3 In case successful bidder fails to comply with the delivery period as specified the earnest money deposit will be forfeited.
5. The successful supplier will submit a Bank Guarantee equivalent to 5% of the total value of purchase order at the time of installation which would remain valid for a period of 60 days beyond the date of completion of all obligations of the supplier including warranty obligation. EMD will be released to successful bidder after submission of Bank Guarantee. EdCIL shall forfeit Bank Guarantee in the event of a breach of contract by the successful supplier.
6. Bid would be rejected for award if it is determined that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

7. The Bids received after the deadline for submission of quotations prescribed by the EdCIL will be rejected and such bids shall be marked as late and not considered for further evaluation.
8. EdCIL may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with clause relating to Amendment of Bidding documents in which case all rights and obligations of the EdCIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
9. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. All pages of the bid, shall be initialed by the person or persons signing the bid. Further, over-writings on documents, if any should be supported by signatures.
10. The bidders may submit their duly sealed Bid by post or by hand at the address specified in the Bid Document not later than the time and date specified therein. In the event of the specified date for the submission of bid being declared a holiday for EdCIL, the bid will be received up to the appointed time on the next working day.
11. Issuance of bid documents should not automatically be construed that the bidder is considered qualified. EdCIL shall have the right to reject any bids without assigning any reason.
12. EdCIL shall not be responsible for any delay, loss or non-receipt of bid documents sent by post.
10. Prices shall be quoted in Indian Rupees.
11. 100% Payment shall be made after delivery, successful installation, commissioning & submission of Bank Guarantee.
12. All taxes, if applicable, should be quoted separately, otherwise it would be presumed that the quoted prices are inclusive of taxes (please see Financial Bid format).
13. Prices quoted should be inclusive of all charges required to make the software functional to the satisfaction of EdCIL, otherwise it would be presumed that the quoted prices are inclusive of all charges, as applicable.
14. Supply, Installation and Commissioning of the Software should be completed within 15 days from the date of Purchase Order.

15. The suppliers will undertake warranty of software from the date of installation and shall have to mention clearly the period of warranty in financial bid.
16. The quotation must be valid for 90 (Ninety) days from the date of opening of the financial bids. No change in prices and change in terms and conditions will be permitted.
17. Installation, testing, commissioning of the software should have to be carried out by Technical experts of the supplier up to the satisfaction of user department of EdCIL
18. Free training shall be imparted to faculty/technical staff for operation, maintenance and troubleshooting at the user department of EdCIL.
19. In the process of evaluation, comparison of bids, EdCIL reserves the right to reject any or all bids.
20. All corrigenda will only be notified on the EdCIL website.
21. EdCIL (India) Ltd., NOIDA shall be the final Authority for settlement of any dispute and its interpretation of any Clause/term/condition(s) of this document shall be final and binding and the jurisdiction for Court of Law shall be Delhi/New Delhi.
22. The bid submitted by the vendors will be evaluated independently to arrive at the L-1 price, which is the sole discretion of this corporation. Further, the Corporation does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
23. Agencies, which have failed to fulfill earlier contractual obligations, may not be considered.
24. The bid should be free from overwriting. All corrections and alteration should be duly attested by the vendor/tenderer.
25. The bid should be unambiguous in all respects.

26. DISPUTE RESOLUTION and JURISDICTION

If any dispute difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resort to the following in the order so mentioned. Parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of an arbitrator appointed by the Chairman & Managing Director (C&MD) of EdCIL or his nominee. The party

having a grievance shall serve a written notice by registered acknowledgement due post, on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on C&MD, EdCIL requesting him to appoint an arbitrator.

The arbitration proceedings shall be held in accordance with the provisions of Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof venue of arbitration shall be Noida and both the parties to this agreement shall bear the cost of arbitration equally. Parties agree that neither party shall have a right to commence or maintain any suit or Legal proceeding concerning any dispute arising out of this Agreement or out of the breach, termination or in validity or the Agreement until the dispute has been determined in accordance with the arbitration procedure agreed herein. The parties further agree that the award shall be final and binding on the parties to this Agreement.

Authorize Signature of the firm:

Name:

Designation:

Technical Bid

Sl.No.	Clause	Documents Required
1	EMD	Rs. 7,000/- (Rupees Seven Thousand only) by Demand Draft only drawn in favor of 'EdCIL (India) Limited' Payable at Delhi/Noida
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7	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. The Bidder should have currently valid Sales tax/Service Tax Registration Certificate and PAN No.	Copies of Sales Tax, Service Tax Certificate & PAN No.

Name of the Bidder: -
 Authorized Signatory: -
 Seal of the Organization: -

Date:
 Place:

ANNEXURE-I

Certificate of Dealership/Authorization Letter/Warranty

[To be provided by the OEMs of Item as mentioned in this tender document on their Letter Head to be enclosed with Technical Bid]

Date: _____

HOD (IS)
EdCIL (India) Limited
18A, Sector 16A, Noida

Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that

- have due authorization from us to provide product(s) listed below and related services of warranty, licensing and maintenance
- We endorse the warranty, contracting and licensing terms provided by as per the requirement of this tender.
- We further undertake that we as an OEM of the below mentioned equipment will discharge all responsibilities under warranty for the period indicated in the contract, in case the Bidder fails to do the same for any reason
- We also certify that the below mentioned product being supplied by the meets the minimum specifications given in the tender document.

The authorization will remain valid till <Date of renewal of dealership>

Sl.No.	Product Name
1	<Fill Model Number and Product Name>

Thanking you.

Yours faithfully,

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

SELF DECLARATION – NON BLACKLISTING

To,

HOD (IS)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.), India

Sir,

In response to the Tender Ref No. EdCIL/NPIU/SQL Server Software/2017 dated 18/04/2017 for Supply, Installation & Commissioning of SQL Server Software (Standard 2 Core), I/We hereby declare that presently our Company/Service provider _____ is not declared black listed by any State/ Central Government/ PSU/Autonomous Body, UIDAI, NIC, STQC etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

BIDDER INFORMATION

(To be filled in by the bidder)

Bank Draft No Date:

1. Name of the firm:

2. Address:-

3. Telephone/Mobile No.

4. Fax Number:-

5. Email:-

6. TIN/VAT/CST No.:

7. Firm Registration No.:
(if any)

8. PAN :

9. **Earnest Money (Bids Security)**.....

a) Bank Draft/Pay Order No .

b) Date .

c) For Rs .

d) Drawn On .

(Signature of the authorised
person) Name of contact
person

Name of Firm

Contact No.

Seal

Place

Date.....

CONTRACT FORM
(to be filled by the successful bidder)

THIS AGREEMENT made the..... day of....., 2017 between the HOD (IS) EdCIL, Noida (hereinafter called "the Purchaser") of the one part and (Name of Supplier) of(City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain equipment/instrument /software and after sales services viz., (Brief Description of equipment/instrument and after sales services) and has accepted a bid by the Supplier for the supply of those equipment/instrument/ software and after sales services for the sum of (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of

Contract referred to.

2. In consideration of the payments to be made by the EdCIL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the EdCIL to provide the equipment/instrument/ software and after sales services and to remedy defects therein in conformity with the provisions of the Contract in all respects.

3. The EdCIL hereby covenants to pay the Supplier in consideration of the supply of the equipment/instrument/ software and after sales services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the equipment/instrument and after sales services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF EQUIPMENT/INSTRUMENT/ SOFTWARE AND AFTER SALES SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE (Rs.)	TOTAL PRICE (Rs.)	DELIVERY TERMS
1.	Supply & Installation of SQL Server (Standard 2 Core) license Software single user				

TOTAL VALUE:

DELIVERY SCHEDULE:

For & On behalf of
EdCIL (India) Limited

For & On behalf of
(Name of The Bidder Firm)

Name:

Name:

Designation:

Designation:

Signature:

Signature:

Date:

Date:

Place:

Place:

Seal:

Seal:

ANNEXURE - V**Financial Bid**

(Amount in Rs.)

Item	Qty.	Amount (Rs.)
Supply & Installation of SQL Server (Standard 2 Core) License Software Single User	01	
Tax (specify the nature of tax with rate)		
Total		

Total cost in Rs. (words) including tax : _____

Authorized signature with date & Seal of bidder organization