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## CHAPTER-I

### EdCIL (INDIA) LTD (A GOVT. OF INDIA MINI RATNA ENTERPRISE) SECTOR 16A, NOIDA

#### NOTICE INVITING TENDER (e-Tendering mode)

**Open Tender Notice No.: EdCIL/EIS&EPS/2017/Proc/TSG/01      Dated: 19.04.2017**

EdCIL (India) Limited on behalf of TSG intends to float open tender for the **Supply, Installation and Commissioning of Server & UPS at TSG-RMSA.**

<b>Name of work</b>	<b>Supply, Installation and Commissioning of Server &amp; UPS at TSG-RMSA</b>
<b>Earnest Money Deposit</b>	<b>Rs.18000/-</b> ( In form of Demand Draft) Scanned copy to be uploaded with tender documents and original DD shall be submitted as per the instruction to bidders
<b>Performance Bank Guarantee</b>	<b>10%</b> of the total work value of the successful bidder. PBG is required to be submitted within 15 days from the date of issue of LOA.
<b>Tender Type (Open/Limited/EOI/Auction/Single)</b>	Open
<b>Tender Category (Services/Goods/works)</b>	Goods
<b>Type/Form of Contract (Work/Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)</b>	Supply
<b>Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)</b>	<b>Computer Systems</b>
<b>Purchaser</b>	Edcil (India) Limited,
<b>Consignee and Place of delivery</b>	Project Manager TSG-RMSA, Vijaya Building 5 <sup>th</sup> Floor, 17-Barakhamba Road, New Delhi-110001
<b>The Currency in which payment shall be made</b>	Indian Rupees (INR)

<b>Date of Issue/Publishing</b>	19-04-2017
<b>Document Download/Sale Start Date</b>	19-04-2017
<b>Document Download/Sale End Date</b>	12-05-2017 at 13.00 Hrs
<b>Date and time for Pre-Bid Conference</b>	03-05-2017 at 15:00 Hrs
<b>Venue of Pre-Bid Conference</b>	EdCIL House, 18A, Sector-16 A, Noida
<b>Last Date and Time for receipts of Bids</b>	12-05-2017 up to 15:00 Hrs.
<b>Date and Time of Opening of Technical Bids</b>	12-05-2017 at 15:30 Hrs.
<b>Delivery Period</b>	45 Days from the date of L.O.A
<b>Bid document Fee</b>	NIL
<b>Earnest Money Deposit</b>	Rs.18000/- ( In form of Demand Draft) Scanned copy to be uploaded with tender documents and original DD shall be submitted as per the instruction to bidders
<b>No. of Covers (1/2/3/4)</b>	02 (Two Packet)
<b>Bid Validity days (180/120/90/60/30)</b>	90 days (From last date of opening of tender)
<b>Address for Communication</b>	Chief General Manager (EIS & EPS) EdCIL (India) Limited, 18 A, Sector-16A, Noida,U.P-201 301
<b>Contact No.</b>	0120- 2512001 to 2512006
<b>Email Address</b>	<a href="mailto:cgm.infracivil@edcil.co.in">cgm.infracivil@edcil.co.in</a>

Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not registered in e-procurement should get register/enroll before participating. The portal enrolment is free of cost. Interested bidders are advised to go through instructions provided at “Instructions to Bidders for e-tendering.”

No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- procurement portal).

(P.K.S. Shishodia)  
Chief General Manager  
(EIS & EPS)  
EdCIL (India) Limited,  
18 A, Sector-16A, Noida-201 301  
Tel: 91-120-2512001 to 512006

## CHAPTER-II

### Offline and Online Bid Submission Documents

#### 1. Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.

The envelope shall bear the project name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

**I. Original Bid Fee and EMD Security in the form of Demand Draft.**

**II. Original copy of the power-of-attorney**

**III. Pass Phrase for all bid parts i.e. Technical and Financial Bids.**

**Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexure during Online Bid-Submission.**

#### 2. Online Submissions:

The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below:-

Envelope – 1			
(Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Technical Compliance Sheet as per Annexure-I	.PDF
2.		Organization Declaration Sheet as per Annexure-II	.PDF
3.		List of organizations/clients where the same products have been supplied (in last three years) along with their contact number(s). (Annexure-VII)	.PDF
4.		Supporting documents in support of all claims made at Annexure-III, IV, V, VI, IX, XII, XIII	.PDF
Envelope – 2			
Sl. No.	Documents	Content	
1.	Financial Bid	Price bid should be submitted in PDF format.	.PDF

## CHAPTER-III

### TERM OF REFERENCE AND DEFINITIONS

Supplier	“Supplier” shall mean the person, firm or corporation whom the Purchase Order is issued for Supply, Installation & Commissioning of Server and UPS.
Authorized Signatory	The bidder’s representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	“Bidder” means any individual/proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid.
Contract	“The Contract” means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	“Day” means a working day as per rules of EdCIL.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Undertaking)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
Goods and Materials	“Goods and Materials” shall mean the <b>Server and UPS</b> and other property and all services-including design, delivery, installation, inspection and <b>maintenance support specified</b> or required to complete the order and incidental thereto.
Order	“Order” shall mean the Purchase Order and its attachments and exhibits.
Purchaser	“Purchaser” shall mean <b>EdCIL India Limited</b> .
Consignee	“Consignee” shall mean <b>TSG-RMSA</b> .

## **CHAPTER-IV**

### **INSTRUCTIONS FOR E-TENDERING**

#### **1. Instructions for Online Bid Submission:**

E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has made e-tendering mandatory.

For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process at EdCIL web site. This portal built using Electronic tender's software is referred to as Electronic Tender System (ETS).

The bidders are required to submit soft copies of their bids electronically on ETS, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the ETS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the ETS Portal.

#### **2. Broad Outline of Activities from Bidder's Perspective**

- I. Bidders must have a valid Digital Signing Certificate (DSC)
- II. Register on Electronic Tendering System<sup>®</sup> (ETS)
- III. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
- IV. View Notice Inviting Tender (NIT) on ETS
- V. For this tender -- Assign Tender Search Code (TSC) to an MA
- VI. Clarification to Tender Documents on ETS
  - Query to EdCIL
  - View response to queries posted by EdCIL
- VII. Bid-Submission on ETS
- VIII. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant Bid-Part (i.e. Pre-Qualification)
- IX. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant part (i.e. Technical Bid; only for Pre-Qualification Responsive Bidders)

X. Attend Public Online Tender Opening Event (TOE) on ETS

- Opening of relevant part (i.e. Financial Bid; only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**3. Digital Signature Certificates**

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

**4. Registration**

To use the Electronic Tender<sup>®</sup> portal, vendors need to register on the portal by going on the link provided at EdCIL tender web page (Instructions available at EdCIL website [www.edcilindia.co.in](http://www.edcilindia.co.in)). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated.

**Important Note:**

To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them,

etc.

## **5. SEARCHING FOR TENDER DOCUMENTS**

- I. There are various search options built in the ETS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID/ Tender Search Code (TSC), organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the ETS Portal.
- II. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. This would enable the ETS Portal to intimate the bidders through e-mail alert in case there is any corrigendum issued to the tender document.
- III. The bidder should make a note of the unique Tender ID/Tender Search Code (TSC) assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

## **6. PREPARATION OF BIDS**

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- II. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF format. Bid documents may be scanned with 100 dpi with black and white option.

## **7. SUBMISSION OF BIDS**

- I. Bidder should log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.



- III. Bidder has to pay the tender fee/EMD as applicable through demand draft in favour of EdCIL (India) Ltd. and enter details of the instruments. Original copies of demand draft for EMD/Tender fees are required to be submitted along with signed downloaded copy of tender document.
- IV. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their bids in the format provided and no other format is acceptable. If the bid file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- V. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VI. All the documents being submitted by the bidders would be encrypted using a Pass Phrase created by the bidder himself through the ETS system. Unlike a password, a Pass-phrase can be multi-word sentence with spaces between words (e.g. I love this world). A Pass-Phrase is easier to remember and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each bid-part. This method of bid encryption does not have the security and data integrity related vulnerabilities which are inherent in e-tendering system which use Public-Key of the specified officer of EdCIL for bid encryption.
- VII. All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid. If variation is noted between the information contained in the Electronic Forms and Main Bid, the content of Electronic Forms shall prevail.
- VIII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- IX. 'Pass-Phrase' of Bid-Part to be opened during a particular Public Online Tender Opening Event shall be furnished online/offline by each bidder as demanded or specified in the tender document.

- X. Upon the successful and timely submission of bids , the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

## 8. **ASSISTANCE TO BIDDERS**

- I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

<b>EdCIL/ ETS Helpdesk</b>	
Telephone/ Mobile	Customer Support: +91-11-26241790 (Multiple Telephone lines)  Emergency Mobile Numbers: +91-9868393775 (Please contact in case of emergency during non-working hours)
E-mail ID	<a href="mailto:skapil@edcil.co.in">skapil@edcil.co.in</a> & cc to: ets_support@tcil-india.com

## 9. **Offline Submissions: (AS PER TENDER REQUIREMENT)**

The bidder is requested to submit the following documents to be sent offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- I. **Original copy of EMD Security in the form of Demand Draft.**
- II. **Original copy of the power-of-attorney**
- III. **Pass Phrase for all bid parts i.e. Eligibility, Technical & Commercials.**

**Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexure during Online Bid-Submission.**

## 10. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

## 11. SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to:

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- II. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of

Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of - Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

- III. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
- V. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
- VI. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
- VII. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is '**Complete**'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

#### NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

**12. MINIMUM REQUIREMENTS AT BIDDER'S END**

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

**Note:**

- I. The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
- II. All envelopes should be securely sealed and stamped.
- III. It is mandatory for the Bidder to quote for all the items mentioned in the bid document.

## CHAPTER-V

### INSTRUCTIONS TO BIDDERS

1. **Due date:** The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
2. **Preparation of Bids:** The offer/ bid shall be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate item wise price for the items mentioned in the technical bid in the given PDF format.
3. **FEE:** The tenderer should submit EMD through Demand Draft drawn in favour of "EdCIL (India) Limited" payable at NOIDA/ New Delhi from any nationalized bank valid for three months. The Bid sent without EMD would be considered as UNRESPONSIVE and will not be considered.

The bidders are requested to submit following fee along with bids in the shape of DD in favour of "EdCIL (India) Limited" payable at NOIDA/ New Delhi:

- I. The bidder should enclose **EMD of Rs. 18,000/- (Rupees Eighteen thousand only)** in the form of Demand Draft drawn in favour of EdCIL (India) Limited and payable at NOIDA, with the Technical Bid.

**Note:**

Bidders registered with MSME and having valid registration certificate issued by NSIC are exempted for submission of EMD.

4. **Refund of EMD:**
  - I. The EMD will be returned to unsuccessful Tenderer only after the Tender is finalized.
  - II. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
  - III. In Case of Successful Bidder, the EMD shall be refunded after submission of **10% of contract value as** Performance Bank Guarantee from a scheduled bank operating in India.
5. **Acceptance/ Rejection of bids:** EdCIL reserves the right to reject any or all offers without assigning any reason.

## 6. Pre-qualification criteria:

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

S. no.	PQ criteria	Supporting Documents required
1	The bidder must be a Company/ LLP registered with Statutory Authorities for the last five years.	Copy of certificate of incorporation
2.a	Only authorized dealer/ agency of Original Equipment Manufacturer (OEM) or OEM <b>having minimum 5 years</b> of experience in execution of such supplies 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 <b>Annexure XII</b> . Bids submitted without authorization certificate as per <b>Annexure XII</b> will be summarily rejected. Authorization certificate is required for all the items.	Latest Authorization letter from OEM to the Bidder authorizing him to do business on OEM's Behalf, as associate or authorized business partner, for OEM's Manufactured Items. In case of OEM participating as a bidder, a power of attorney by the company's Director to the authorized signatory to be submitted along with the technical bid. Copies of work orders and completion certificates by various clients in the recent past.
2.b	An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with <b>technology/product updates and extend support for spares &amp; maintenance facilities during warranty</b> . The bid shall not be considered responsive in absence of the certificate from the OEM.	Undertaking by the authorized signatory of OEM
3	The average annual turnover of the bidder from the <b>IT Hardware</b> supply quoting for the bid should be <b>Rs 24 lakhs</b> (Rs. Twenty four	Certificate from the Chartered Accountant and copy of audited

	lakhs only) during the last three financial years (2013-2014, 2014-2015 & 2015-2016). In this regard, the bidder should submit copies of audited Balance sheets including profit and loss accounts for the last three financial years as above. The agency should have profit for all <b>3 years</b> . A registered CA's certificate <b>indicating IT hardware supply</b> turnover amount for the relevant period also is accompanied.	balance sheets/P&L Accounts
<b>4</b>	Bidder must submit latest Bank Solvency Certificate (not exceeding 6 months before the date of publication of advertisement) not less than <b>of Rs. 3 lakhs (Rs. Three lakhs only)</b> .	Copy of bank certificate
<b>5</b>	<p>Firm must have successfully executed (during the last three completed financial year 13-14,14-15,15-16) at least one or more supply, installation &amp; maintenance of computers order from start to finish of the following:</p> <p>One single order of <b>Supply, installation &amp; commissioning of Servers and related items having value of Rs 6 lakhs</b> (OR)</p> <p>Two orders of <b>Supply of Supply, installation &amp; commissioning of Servers and related items having value of Rs 4.5 lakhs.</b> (OR)</p> <p>Three orders of <b>Supply, installation &amp; commissioning of Servers having value of Rs. 3 lakhs</b></p> <p>{The above said orders should have been undertaken in the last three years}</p>	Copies of work orders and completion certificates
<b>6</b>	The Bidder must have successfully executed at least one order of supply of <b>IT &amp; Networking equipments to Govt./PSU's/Autonomous bodies</b> etc. during last three Financial years for which necessary supporting documents have to be enclosed.	Copies of work orders and completion certificates

Not with standing anything stated above, the Consignee reserves the right to



assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL/TSG.

**7. Performance Security:**

The successful bidder should be required to deposit Performance Bank Guarantee equivalent to **10% of contract** value to EdCIL within 15 days from the date of receipt of Purchase Order. The Performance Bank Guarantee should be issued by a **nationalized/ scheduled** bank in favour of **"EdCIL (India) Limited"** to be valid for a period of 60 days beyond the date of completion of warranty period of server. This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL.

**8. Force Majeure:**

The Supplier should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes 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 shall include, but are not limited to, acts of the Consignee either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**9. Risk Purchase Clause:**

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

**10. Packing Instructions:** Each package will be marked on three sides with proper paint/ indelible ink, the following:

- I. Item Nomenclature
- II. Order/Contract No.
- III. Country of Origin of Goods

**IV. Supplier's Name and Address**

**V. Consignee details**

**VI.** All packing should be strong enough to withstand rough handling during loading, unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc. All delicate surfaces of equipment/goods should be carefully protected and painted with protective paint/ compound and wrapped to prevent rusting and damage.

**VII.** All protection and threaded fittings should be suitably protected and covers should block the openings.

**11. Unloading and Unpacking:**

Unless specified otherwise in the purchase order, Unloading and storage of the same at the designated place should be undertaken by the supplier. The Unpacking of the materials should also be arranged by Supplier.

**12. Delivery and Documents:**

Delivery of the goods should be made within a **maximum of 45 days** from the date of LOA by EdCIL. Within 24 hours of dispatch, the supplier should notify the consignee and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. Till the consignee takes over/ receives the equipment/ items, the supplier should be responsible to keep the same in safe custody and the charges (if any) to be borne by the supplier. The supplier should mail the following documents to the consignee with a copy to the insurance company:

- I.** 4 Copies of the Supplier invoice showing contract number, goods 'description, quantity unit price, total amount;
- II.** Acknowledgment of receipt of goods from the consignee(s) by the transporter;
- III.** **Insurance Certificate if applicable;**
- IV.** Manufacturer's/Supplier's warranty certificate;
- V.** Inspection Certificate issued by the nominated inspection agency , if any
- VI.** Supplier's factory inspection report ;and
- VII.** Certificate of Origin(if possible by the beneficiary);
- VIII.** Two copies of the packing list identifying the contents of each package.

The above documents should be received by the Consignee before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

13. **Delayed delivery:** If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty **1% per week and the maximum deduction is 10% of the contract value / price**. Once the maximum is reached, EdCIL has the right to terminate the contract without any liability to cancellation charges and encash the submitted performance guarantees.

14. **Prices:**

- I. The price should be quoted in per unit (with breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated. **The inter se merit** position of the bids however shall be decided based on the composite price of the product including taxes, transportation, Warranty with all other incidental expenses indicated.
- II. The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than Financial Bid will not be considered.

15. **Notices:** For the purpose of all notices, the following should be the address :

**Consignee:** The Chief General Manager (EIS & EPS)  
EdCIL (India) Limited,  
18 A, Sector-16A,  
Noida-201 301  
Tel: 91-120-2512001 to 2512006

**Supplier:** (To be filled in by the supplier)

.....  
.....  
.....  
.....  
.....

16. **Progress of Supply:** Wherever applicable, supplier should intimate progress of supply, in writing, to the consignee as under:

- I. Quantity dispatched/delivered to consignees and date;
- II. Quantity offered for inspection and date;
- III. Quantity accepted/rejected by inspecting agency and date;
- IV. Quantity where incidental services have been satisfactorily completed with date;

- V. Quantity where rectification / repair / replacement effected / completed on receipt of any communication from consignee/Consignee with date;
  - VI. Date of completion of entire Contract including incidental services, if any; and
  - VII. Date of receipt of entire payments under the Contract
17. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant should be as follows:
- I. In case of Dispute or difference arising between the Consignee and a **domestic** supplier relating to any matter arising out of or connected with this agreement, such disputes or difference should be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.
  - II. The dispute should be referred to the Competent Authority, EdCIL and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.
  - III. In the case of a dispute between the consignee and a Foreign Supplier, the dispute should be settled by arbitration in accordance with provision of sub-clause (i) & (ii) above. But if this is not acceptable to the supplier then the dispute should be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
  - IV. The venue of the arbitration should be the place from where the order is issued.
18. **Applicable Law:** The place of jurisdiction would be New Delhi (Delhi) INDIA.
19. **Right to Use Defective Goods**
- I. If after delivery, **acceptance and installation** and within the **guarantee** and warranty period, the operation or use of the goods proves to be unsatisfactory, the Consignee should have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made **without interfering with the Consignee's operation**.
  - II. Replacement of Goods broken, damaged or short: In the event of any material or part thereof found broken or damaged or received short during transit or during installation or Commissioning or testing at site, before commissioning in service the suppliers should replace the same free of cost. However, EdCIL will recover amount equivalent to the cost of such

damaged / broken / short supplied materials and will repay when actual replacement is given.

- III. Substitution and Wrong Supplies: Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods should be returned to the supplier at their own cost and risk.

## 20. Supplier Integrity

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

## 21. Training

The Supplier is required to provide training to the designated Consignee's technical and end user personnel to enable them to effectively operate the total equipment.

## 22. Installation & Demonstration

The equipment or machinery has to be installed and commissioned by the successful bidder within **5 days** from the date of receipt of the item at TSG-RMSA, otherwise the penalty clause will be the same as per the supply of materials.

The successful agency has to arrange for technician, other manpower, tools etc for installation and commissioning of the goods supplied by the agency.

In case of any mis-happening/ damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with **new equipment/supplies** immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. TSG will not be liable to any type of losses in any form.

## 23. Insurance

- I. For delivery of goods at the consignee's premises, the **insurance** should be obtained by the Supplier in an amount equal to **110%** of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance should be valid for a period of not less than 3 months after installation and commissioning. In case of orders placed on FOB/FCA basis, the consignee should arrange **Insurance**. If orders placed on CIF/CIP basis, the insurance should be up to TSG-RMSA accordingly.

- II. The Supplier should make all arrangements towards safe and complete delivery to The Project Manager, TSG-RMSA Vijaya Building 5<sup>th</sup> Floor, 17-Barakhamba Road, New Delhi-110001. Such responsibility on part of the supplier will include taking care of insurance, freight, octroi, state level permits etc. as applicable.
- III. The supplier should also take care of transit insurance, comprehensive insurance or any other insurance which have direct bearing on the delivery of the items / equipments to The Project Manager, TSG-RMSA Vijaya Building 5<sup>th</sup> Floor, 17-Barakhamba Road, New Delhi-110001.
- IV. It is the total responsibility of supplier to complete all formalities to transit of goods from the place of dispatch to The Project Manager, TSG-RMSA Vijaya Building 5<sup>th</sup> Floor, 17-Barakhamba Road, New Delhi-110001.
- V. The transportation of goods through unregistered common carrier is illegal. The bidder should ensure to comply the carriage by latest Road Act and any other relevant.
- VI. The supplier will keep EdCIL informed about various stages of deliveries & installation.

**24. Incidental services:** The incidental services also include:

- I. Furnishing of **01 set of detailed operations & maintenance** manual.
- II. Arranging the shifting/moving of the item to their location of final installation within TSG-RMSA, Vijaya Building 5th Floor, 17-Barakhamba Road, New Delhi-11000 at the cost of Supplier through their representatives.

**25. Warranty and Maintenance:**

- I. Comprehensive **Warranty should be for a period as mentioned in ANNEXURE I** from date of successful installation & handing over of Goods to The Project Manager, TSG-RMSA Vijaya Building 5th Floor, 17-Barakhamba Road, New Delhi-110001. The Supplier should, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier should at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as shall be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- II. The Consignee should promptly notify the Supplier in writing of any claims

arising under this warranty. Upon receipt of such notice, the Supplier should immediately within in 02 days arrange to **repair or replace** the defective goods or parts thereof free of cost at the ultimate destination. The Supplier should take over the replaced parts/goods at the time of their replacement. No claim whatsoever should lie on the Consignee for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the consignee should proceed to take such remedial action as should be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the consignee should have against the supplier under the contract.

## **26. Governing Language**

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

## **27. Applicable Law**

The Contract should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction.

## **28. Notices**

- Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.
- A notice should be effective when delivered or on the notice's effective date, whichever is later.

## **29. Taxes**

Suppliers should be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Consignee. However, VAT in respect of the transaction between the Consignee and the Supplier should be payable extra, if so stipulated in the order.

## **30. Payment:**

**100% payment** shall be made against successful supply, installation and commissioning delivery **of goods** in good conditions at consignees place and to the entire satisfaction of the consignee.



**31. User list:** Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items have been supplied must be provided.

**32. Manuals**

- I. Before the goods and equipment are taken over by the Consignee, the Supplier should **supply operation and maintenance manuals**. These should be in such details as will enable the Consignee to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- II. The Manuals should be in the ruling language (English) in such form and numbers as stated in the contract.
- III. Unless and otherwise agreed, the goods equipment should not be considered to be completed for the purpose of taking over until such manuals and drawing have been supplied to the Consignee.

**33. Site Preparation:-**

- I. The supplier should inform to the Consignee about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the TSG-RMSA should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.
- II. The supplier should visit the TSG-RMSA and see the site where the equipment is to be installed and should offer his advice and render assistance to the TSG-RMSA in the preparation of the site and other pre-installation requirements.

**34. Product Life:**

The Models offered should strictly conform to the specifications given in the product literature.

In addition to the above, **if any additional/ enhanced configuration is suggested in view of technological changes**, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.



### 35. Defective Equipment

- I. If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment should be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made.
- II. All damaged or unapproved goods should be returned at suppliers cost and risk and the incidental expenses incurred thereon should be recovered from the supplier. **Defective part in equipment**, if found before installation and/or during warranty period, should be replaced within 15 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, EdCIL INDIA LTD should consider "Banning" the supplier.

### 36. Termination for Default

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

- I. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Consignee; or
- II. If the Supplier fails to perform any other obligation(s) under the Contract.
- III. If the Supplier, in the judgment of the Consignee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- IV. For the purpose of this Clause:
  - **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”
  - In the event the Consignee terminates the Contract in whole or in part, the Consignee should procure, upon such terms and in such manner, as it

deems appropriate, **Goods or Services** similar to those undelivered, and the Supplier should be liable to the Consignee for any excess costs for such similar Goods or Services. However, the Supplier should continue the performance of the Contract to the extent not terminated.

**37. Training of Personnel:**

- The supplier should be required to undertake to provide the **technical training to the personnel involved in the use of the equipment** at the EdCIL TSG-RMSA office, immediately after **completing the installation of the equipment at the supplier's cost.**

**38. Disputes and Jurisdiction:** Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

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

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

## CHAPTER-VI

## ANNEXURE-I

### Technical Specification

S.No	Item	Specifications
1.	Server	24U Rack server with fan consisting 2 numbers of X86 64 bit processor(Intel XEON E5-2620V3); 128 GB DDRIII expandable to 256 GB, Integrated Graphics Controller, SAS RAID Controller supporting RAID 5, 900 GB X8 SAS HOT Swap HDD (10K or higher RPM), Dual 1 GB PS Network port, DVD ROM Drive; 18.5’’ TCO 05 certified TFT Monitor; OEM keyboard and OEM mouse; Server Chassis having Redundant Hot Swappable Power Supply with 8 Hot Swap Drive bays; Certification for Linux and Windows; All required device drivers for System Configuration and Server Management. <b>(Five years On-site warranty)</b> <b>Make: HP/DELL/IBM or Equivalent</b>
	OS	Windows Server 2016 R2 Standard
	UPS(Online)	5KVA with 120 minutes battery backup on full load with <b>3 years on-site warranty on UPS and 2 years warranty on battery.</b> <b>Make: APC/NUMERIC/MICROTEK or Equivalent</b>

## TECHNICAL COMPLIANCE SHEET

### A. SERVER

S. No.	Description	Technical Specifications	Numerical Values and Other information	Whether Comply (Yes/No)
1	Make & Model	HP/Dell/IBM or Equivalent		
2	Processor	Intel Xeon processor E5-2620 v3 family or better		
3	Processor count	2 nos.		
4	Cores per Processor	Minimum 6 core or above		
5	Memory	128 GB DDR3 expandable to 256 GB		
6	Hard drive	8 x 900 GB SAS Hot Swap HDD (10k rpm or above)		
7	RAID Controller	Hardware SAS RAID controller for supporting RAID 5		
8	Graphics	Integrated Graphic Controller		
9	Internal Optical Drive	DVD RW		
10	Networking	Dual 1 Gbps network port		
11	Operating system	Windows Server standard 2016 R2 edition		
12	USB ports	Minimum 6 no. or more		
13	VGA port	Minimum 1 VGA port or more		
14	PCI/ PCIe x1 slots	Minimum 4 PCIe slots or more(1 should be x16 )		
15	Key board	OEM USB Keyboard (Windows keyboard with US key layout)		
16	Mouse	OEM USB 2- button optical mouse with scroll type		
17	Monitor size	OEM 18.5" or higher TCO 05 certified TFT monitor		

18	Chassis	Should have Hot swappable redundant power supply with 8 Hot Swap Drive bays		
19	Power consumption	Specify in Watts, during normal running		
20	Cooling Fans	Redundant hot swappable fully populated cooling fans		
21	Remote management	<ul style="list-style-type: none"> <li>• Vendor should provide embedded features that help to manage Servers in physical, local and remote environments, operating in-band or out-of-band, with or without a systems management software agent.</li> <li>• Should include Power Management, necessary licenses should be included.</li> <li>• Power Management should give historical data for at least 72 hours.</li> <li>• Should also support IPv6</li> <li>• Should support remote scripted reconfiguration tools.</li> <li>• Should be able to monitor all systems components (BIOS, HBA's, NICs, and CNA's).</li> </ul>		
22	Server Management	<ul style="list-style-type: none"> <li>• Smart Embedded Systems Management should be able to automate task like discovery deploy monitor and update.</li> <li>• Should not be dependent on agents to for life cycle management.</li> <li>• Should be OS Agnostic.</li> <li>• Should be able to</li> </ul>		

		provide Single console to manage Servers. • Power management tool – Single interface to optimize ad control every usage for servers and Racks. • Should be able to integrate to 3rd party management tools.		
23	Form Factor	24U Rack server		
24	Warranty/ AMC	5 years on-site		

## B. UPS

S. No.	Description	Technical Specifications	Numerical Values and Other information	Whether Comply (Yes/No)
1.	Make & Model	APC/Numeric/Microtek or Equivalent		
2.	Capacity	5 KVA		
3.	Battery Backup	120 minutes on full load		
4.	UPS Warranty	3 years onsite		
5.	Battery warranty	2 years		

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

**Signature of Bidder Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

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

**Contact No.:** \_\_\_\_\_

## ANNEXURE-II

### << Organization Letter Head >>

### DECLARATION SHEET

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

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

The prices quoted in the financial bids are subsidized due to academic discount given to EdCIL INDIA LTD.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer/ Agent
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
8 DD No. (For EMD)	
9 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer)  
Name: \_\_\_\_\_

Seal of the Company

**Annexure III****LETTER OF UNDERTAKING**  
**(ON THE LETTER HEAD OF THE BIDDER)**

To

Chief General Manager (EIS & EPS)  
EdCIL (India) Limited (EdCIL)  
EdCIL House, 18 A, Sector-16 A,  
NOIDA – 201301 (U.P.), India

Sir,

**SUBJECT- Supply, Installation & Commissioning of Server and UPS at TSG-RMSA.**

This bears reference to EdCIL Bid No. EdCIL/EIS & EPS/2017/**Proc/TSG/01** Dated **19.04.2017**. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EdCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on \_\_\_\_/\_\_\_\_/2017 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our bid/work order shall be liable for rejection.

Thanking you,

Yours faithfully,

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

Authorized Signatory\_\_\_\_\_

Seal of the Organization\_\_\_\_\_

Date:

Place:



**ANNEXURE IV****UNDERTAKING**

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

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (Ed.CIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contact and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by Ed.CIL which shall be deemed fit at that point of time.

Authorized Signatory

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

**ANNEXURE V****Annual Average Turn Over:-**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turn over</b>
1.	2013-14	
2.	2014-15	
3.	2015-16	

Note: Certificate from Statutory Auditor/ Chartered Accountant certifying balance sheet only for all three years to be attached.

**ANNEXURE-VI**
**Details of Projects Completed During Last 5 years**
**Bid No.:**
**Date of Opening:**
**Time:**
**Name of the Firm:**

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

**Signature with Seal**

## ANNEXURE-VII

### List of Order executed for Govt. Organization/ Department/ University

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)			
Name of the organization	Year of Procurement	Total Value	Name of Contact Person and other details

### Signature of Bidder

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

Designation: \_\_\_\_\_

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

Contact No. : \_\_\_\_\_

**ANNEXURE-VIII****POWER OF ATTORNEY**

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

(hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the

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

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2017.

For ..... (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

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

Notarized

Accepted

.....

(Signature, name, designation, and address of the attorney)

Notes:

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

**ANNEXURE-IX**

**LETTER OF BID SUBMISSION**

Chief General Manager,  
EIS & EPS  
EdCIL (India) Limited,  
Ed.CIL House, 18A, Sector- 16A,  
NOIDA- 201 301 (U.P)

**SUBJECT- Supply, Installation & Commissioning of Server and UPS at TSG-RMSA**

***-Submission of Bid -***

Sir,

Having examined the details given in Press Notice, Notice Inviting Bid & Bid Document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed form \_\_\_\_\_ and accompanying statements are true and correct.
2. I/we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing in the original tender document uploaded by EdCIL on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL will not entertain any claim or entertain any reason for this intentional act. EdCIL may go for the legal action against the bidder for recovering any one or all damages caused to EdCIL or its client on this account.
3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
4. I/We submit the requisite **certified solvency certificate** and authorize the Ed.CIL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Ed.CIL to approach individuals, employers, firms and corporation to verify our competency and general reputation.
5. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works :

S.No.	Name of Work	Certificate From

6. Earnest Money Deposit amounting to Rs. ----- in the form of DD No. ----- dated ----- issued by ----- Bank is submitted.

Enclosures:

Date of Submission :



**ANNEXURE – X**

Name of the Bank: \_\_\_\_\_

To

Chief General Manager  
EIS & EPS  
EdCIL (India) Limited  
EdCIL House, 18 A, Sector-16 A  
NOIDA – 201301 (U.P.), India

**PERFORMANCE BANK GUARANTEE FORMAT**

In consideration of the Chairman and Managing Director EdCIL acting through \_\_\_\_\_ (Designation & address of Contract Signing Authority), (hereinafter called “The EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. \_\_\_\_\_ date \_\_\_\_\_ Made between \_\_\_\_\_ (Designation & address of contract signing Authority) and \_\_\_\_\_ (here in after called “the said Agency” for the work \_\_\_\_\_ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ \_\_\_\_\_ ( ₹ \_\_\_\_\_ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We \_\_\_\_\_ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the 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), 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 Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ \_\_\_\_\_ ( ₹ \_\_\_\_\_ Only).

3. (A) We \_\_\_\_\_ ( indicate the name of Bank ) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

4. We \_\_\_\_\_ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the 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 contract 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 Agency and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the 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 or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the 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 Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid up to (Date of Completion plus Handholding 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)

Signature of Banks Authorized official

Witness            (Name)\_\_\_\_\_

Designation with Code No. -----

1            Full Address-----

2.

**ANNEXURE-XI****PROFORMA PRE CONTRACT INTEGRITY PACT****GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of .... 2017, between, on one hand, acting through Shri/Smt. \_\_\_\_\_, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

**AND**

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

WHEREAS the EdCIL proposes to procure services towards “Supply, Installation and Commissioning Server & UPS at TSG-RMSA.

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. .... / 2017 Dated ..... 2017.

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 EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

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 EdCIL to obtain the desired services as referred to in the Bid document No. .... dated .....2017 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 EdCIL 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 EdCIL**

- 1.1 The EdCIL undertakes that no official of the EdCIL, 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 EdCIL 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 EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the EdCIL 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 EdCIL 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 EdCIL, 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 EdCIL 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 EdCIL 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 EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL 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 EdCIL 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 EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

#### 4. **PREVIOUS TRANSGRESSION**

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

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

#### 5. **EARNEST MONEY DEPOSIT**

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs.18,000 as Earnest Money with the EdCIL through Account Payee Bank Draft in favour of EdCIL (India) Limited.

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

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

5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money 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 EdCIL to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) 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 EdCIL, and in case of an Indian BIDDER with interest thereon at **2% higher than the prevailing Prime Lending Rate of State Bank of India**, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, 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 EdCIL resulting from such cancellation/rescission and the EdCIL 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 shall be further extended at the discretion of the EdCIL.



- 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 EdCIL with the BIDDER, the same shall not be opened.
  - x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL 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 EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

## **7. INDEPENDENT MONITORS**

- 7.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.
- 7.6 The BIDDER(s) accept that the Monitor has the right to access without

restriction to all Project documentation of the EdCIL including that provided to the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

7.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

## **8. FACILITATION OF INVESTIGATION**

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

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

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

## **10. OTHER LEGAL ACTIONS**

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

## **11. VALIDITY**

11.1 The validity of this Integrity Pact shall be governed by the terms of the Bid No. **EdCIL/EIS & EPS/Proc/TSG/01** towards complete execution of the contract to the satisfaction of both the EdCIL 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 awarding the Bidder with successful bidder.

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

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

EdCIL (India) Limited  
Name of the Officer :  
Designation:

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness:

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

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

Witness

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

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

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

**ANNEXURE XII**

**MANUFACTURER AUTHORIZATION FORM**

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

To

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

Dear Sir:

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

We \_\_\_\_\_ who are established and reputed manufacturer 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. We further certify that we shall support vendor with all related spares and maintenance during the entire contract period including the period of warranty/AMC.

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 XIII**
**Tender Compliance Sheet**

S. No.	Description	Yes/No with Page No.
1.	Whether bidder has submitted the bid fee or not?	
2.	<b>BID SECURITY</b> Whether the bidder has attached the Bid Security as per format of the Bid Security form?	
3.	Amount of Bid Security as per bid requirement or not?	
4.	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 – X</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.	
5.	Date of issue of Bank Guarantee/Demand Draft	
6.	Validity of the Bank Guarantee (if submitted) till a period of 60 days beyond the date of completion of warranty period of server?	
7.	Bid validity 90 days or not?	
8.	If bidder is an agent, whether the authorization certificate as per Performa at <b>Annexure – XII</b> attached or not?	
9.	Legal Status / Constitution of firm (any document & partnership deed etc.)	
10.	Details of Service Supports/Closest Service Station from where service would be provided during warranty period	
11.	Whether the bidder has quoted for all the items in the Schedule?	
12.	Whether warranty of Equipments/items as per bid quoted or not?	
13.	Whether price as per Financial Bid quoted or not?	

S. No.	Description	Yes/No with Page No.
14.	Whether delivery period and installation period as per bid agreed or not?	
15.	Payment terms as per bid agreed or not?	
16.	Undertaking as per <b>Annexure III &amp; IV</b> or not?	
17.	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?	
	<b>QUALIFICATION CRITERIA</b>	
18.	Supporting documents showing supplier in the field of supply of IT Equipments for last Five years.	
19.	OEM Authorization Certificate <b>enclosed or not?</b> Authorization certificate is required for all the items.	
20.	Audited Balance sheets including profit and loss statements for the last three financial years (2013-2014, 2014-2015 & 2015-2016) to fulfill the requirements of equipment turnover as per bid qualification criteria attached or not?	
21.	Bank Solvency ( <i>not exceeding 6 months before the date of publication of this advertisement</i> ) as per bid requirement submitted or not?	
23.	Copies of past order details to fulfill the requirement of past order as per qualification criteria attached or not?	

## ANNEXURE – XIV

### CONTRACT FORM

**THIS AGREEMENT** made the ..... day of ..... 2017 between ..... (*Name of Procurement Consultant (hereinafter "the Procurement Consultant") on behalf of EdCIL TSG of the one part and ..... (Name & address of Supplier) ..... (Hereinafter called "the Supplier")*) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

S. No.	Brief Description of Goods & Services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the

said ..... (For the Consignee)

in the presence of .....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of .....



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

(to be completed by the Consignee)

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

Sl. No.	Sl. No. (As per Work Order)	Description of Equipment	Origin	Model & Make	Quantity

Please make appropriate column, as per requirement.

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

**Details of the Goods/Equipment received in objectionable condition**

Sl. No.	Sl. No. (As per Work Order)	Description of Equipment	Origin	Model & Make	Quantity

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

(Signature of the issuing official)  
Authorized Official, PM(RMSA)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Rubber Seal of the Institution

Received the Acknowledgement Certificate

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

Signature of Supplier or his Authorized Representative

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

**ANNEXURE - XVI**
**FORM FOR ACCEPTANCE OF GOODS/EQUIPMENT AT SITE**
**FORM – B**
**INSTALLATION CERTIFICATE**

*(to be completed and issued by the Consignee)*

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

- The following goods/equipment, supplied by the Supplier at TSG-RMSA have been successfully installed by the Supplier.

Sl. No.	Sl. No. (As per Work Order)	Description of Items with specifications	Origin	Model & Make	Quantity

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

or

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

Date:

(Signature of the issuing official)  
PM(RMSA)

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

Designation: \_\_\_\_\_

Rubber Seal of the Institution

Received the Acceptance Certificate

Date:

Signature of Supplier or his Authorized Representative

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