BID DOCUMENT

NATIONAL COMPETITIVE BIDDING

FOR

SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF Equipment & software related to Data Center Renovation and Shifting
FOR
National Institute of Mental Health and Neurosciences, Bangalore

NIT No.: EdCIL/PROC/NIMHANS-2019/DATA CENTER/03/ P4979
Date: 20-06-19

PART-I- TECHNICAL BID

EdCIL (India) Limited
(A Govt. of India Mini Ratna Enterprises)
'EdCIL House', Plot No. 18A, Sector- 16A
NOIDA – 201301 (UP), INDIA
Tel: 0120 – 4156001-002,4154003,
2512004-006,4310840

Dated:20-06-2019
This document is serially numbered from page number 01 to 71

DISCLAIMER

The information contained in this Tender document (the "TENDER") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from

negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER. The issue of this TENDER does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, site visits, investigations, studies or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

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CHAPTER-I

EdCIL (INDIA) LTD

NOTICE INVITING TENDER
(e-Tendering mode)

Notice No.: EdCIL/PROC/NIMHANS-2019/DATA CENTER/03/P4979 Dated: 20-06-2019

1. EdCIL (India) Limited on behalf of National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore intends to invite two packet open e-tender offers for the Supply, Installation, Commissioning and Maintenance of Equipment & software related to Data Center Renovation and Shifting as per details given below:

Name of work	Supply, Installation, Commissioning and Maintenance of Equipment & Software with related minor modifications in existing Data Center including shifting of old setup for National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore
Earnest Money Deposit	**Rs. 8,20,000/-** (Rs. Eight Lakhs Twenty thousand only) In form of Bank Guarantee/ Demand Draft in favour of **EdCIL INDIA LTD** as mentioned elsewhere in the tender conditions (BG Should remain valid for the period of validity of tender).
On-site Warranty (including annual maintenance)	One-year Comprehensive warranty followed by Four years comprehensive annual maintenance from the date of successful Commissioning & Handing over of Data Center Items.
Performance Bank Guarantee	10% 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 in favor of **National Institute of Mental Health and Neurosciences, Bangalore.** This guarantee shall be valid for a period of 60 days beyond the ending Date of CAMC Period.
Name of Organization	EdCIL (INDIA) LTD, Noida
Tender Category (Services/ Goods/ works)	Goods
Type/Form of Contract (Work/Supply)	Supply of Equipment & software with related minor modification in Existing data Center (Excluding Servers)
Purchaser, Place of delivery & Duration of supply.	National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore. One Hundred and Twenty (120) Days.

The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	20-06- 2019
Document Download/ Sale Start Date	20-06-2019
Date for Pre-Bid meeting	27-06-2019 at 15:00 Hrs.
Venue of Pre-Bid Meeting	EdCIL House, 18A, Sector-16 A, Noida, UP 201301
Document Download/ Sale End Date	10-07-2019 at 12:00 Hrs
Last Date and Time for receipts of Bids	10-07-2019 up to 15:00 Hrs.
Date and Time of Opening of Technical Bids	10-07-2019 at 15:30 Hrs.
Bid document Fee	NIL
Earnest Money Deposit	**Rs. 8,20,000/-** (Rs. Eight Lakhs Twenty thousand only) in form of Demand Draft or in the form of Bank Guarantee from a Nationalized bank in India. Format of the BG is enclosed as **ANNEXURE-X**. Scanned copy of DD/ BG to be uploaded with tender documents and original DD/Bank Guarantee shall be submitted as per the instructions to bidders.
No. of Covers (1/2/3/4)	02 (Two Packet)
Bid Validity days (180/120/90/60/30)	90 days (From last date of opening of tender)
Address for Communication	Chief General Manager (EIS & EPS) EdCIL (India) Limited, 18 A, Sector-16A, Noida-U.P.-201 301
Contact No.	0120 – 4156001-002,4154003, 2512004-006,4310840
Email Address	eprocure@edcil.co.in, cgm.infracivil@edcil.co.in,

2. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not get 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.”

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

4. Bidders are advised to visit the EdCIL Web site for getting themselves updated for information on this tender. Corrigendum and addendum may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. Bidders are advised to visit web page and update themselves. The Pre-Bid queries, Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload the same along with the bid, duly signed as per the guidelines given in the tender document.

Chief General Manager
(EIS & EPS)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: +91120-4156001,002,4154003,
0120-2512004,05,06.

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 amount in the form of Demand Draft or in the form of Bank guarantee from a Nationalized bank in India.

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

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** Envelopes as explained below:

Envelope – 1 (Following documents to be provided in merged PDF file*) *file size shall be less than 5 mb each.			
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, VIII, IX, XII, XIII	.PDF
5.		Corrigendum / Addendum / Pre-Bid Minutes is also to be signed and uploaded.	.PDF
Envelope-2			
Sl. No.	**Documents**	**Content**	
1.	Financial Bid	Price bid should be submitted duly signed and sealed in PDF format.	.PDF

CHAPTER-III
TERM OF REFERENCE & DEFINITIONS

Supplier	"Supplier" shall mean the person, firm or corporation whom the Purchase Order is issued for **Supply, Installation, Commissioning & Maintenance of Equipment & software related to Data Center Renovation and Shifting (Excluding Servers)** for Setting up of National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore
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/Tender	"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/Tenderer	"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 between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of EdCIL.
NIMHANS	National Institute of Mental Health and Neurosciences, Bangalore
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Enterprise)
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.
TENDER	"**TENDER**" means the Request for Proposals
Goods and Materials	"Goods and Materials" shall mean the articles, materials, Equipment, IT Equipment, supplier's drawings, data and other property and all services-including design, delivery, installation, inspection and maintenance support specified 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 National Institute of Mental Health and Neurosciences (NIMHANS) located at Bangalore where the items are to be supplied, installed and commissioned.
Consignee	"Consignee" shall mean EdCIL (India) Limited/NIMHANS.
SITC	SITC refers to "Supply, Installation, Testing and Commissioning"

CHAPTER-IV
INSTRUCTIONS FOR E-TENDERING

1. Instructions for Online Bid Submission:

1) 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.

2) 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 website. This portal built using Electronic tender's software is referred to as http://www.tenderwizard.com/EDCIL (Provided by M/S KEONICS Ltd).

3) The bidders are required to submit soft copies of their bids electronically on http://www.tenderwizard.com/EDCIL e-tendering website, using Class-III valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.

4). The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tender Wizard E-Tendering Portal of http://www.tenderwizard.com/EDCIL. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website http://www.tenderwizard.com/EDCIL. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.

5). All Corrigendum/Amendment/Corrections, if any, will be published on the website http://www.tenderwizard.com/EDCIL.

6). It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying.

7). To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/joint venture with the Tender Wizard E-Tendering Portal of http://www.tenderwizard.com/EDCIL. to have user ID & Password from Tender Wizard E-Tendering Portal.

8). **Register your organization on Tender Wizard E-Tendering Portal by following link** http://www.tenderwizard.com/EDCIL **well in advance of your first tender submission deadline on Tender Wizard E-Tendering Portal for obtaining credentials by paying Annual**

registration charges Rs.2000 + GST using the e-payment link provided at the time of registration, and the mode of payments are Credit Card, Debit Card and Internet Banking. Vendor Registration is Valid for 1year.

9). Get your organization's concerned executives trained on **Tender Wizard E-Tendering Portal** well in advance of your first tender submission deadline on M/s KEONICS E-tender Site.

10). Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on **Tender Wizard E-Tendering Portal** as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of **Tender Wizard E-Tendering Portal**, the fourth instruction is always relevant .

11). Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.

12). Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.

a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-49352000/ 9686115318/ 9650520101/ 8800445981.

b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.

- Telephone: 080-49352000/9686115318 or write us mail on Email Id:-harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com, twhelpdesk759@gmail.com, twhelpdesk963@gmail.com

2. 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 2or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA)[refer http://www.cca.gov.in].

3. Registration

a) To use the **Tender Wizard E-Tendering Portal**, vendors need to register on the portal by going on the link provided at EdCIL tender webpage as http://www.tenderwizard.com/EDCIL (Instructions available at EdCIL website 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 **Tender Wizard Portal** 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.

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

C) **Important Note:**

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

II. 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.

4. SEARCHING FOR TENDER DOCUMENTS

I. There are various search options built in the Tender Wizard E-Tendering 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, where in the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the Tender Wizard E-Tendering 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 Tender Wizard E-Tendering 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 Help desk.

5. 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 must 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 100dpi with black and white option.

6. SUBMISSION OF BIDS

I. Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) 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 must pay the tender fee/EMD as applicable through demand draft/BG as per tender condition in favour of "**EdCIL (India) Ltd"** payable at **Noida** and enter details of the instruments. Original copies of demand draft/BG 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 financial bids in the format provided and another format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected.

V. The server time (which his displayed on the bidder's dashboard) 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. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

7. 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 other relevant contact person indicated in the tender.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk	
Telephone/ Mobile	Customer Support:080-49352000 (Multiple Telephone lines) EmergencyMobileNumbers:9686115318/ 9650520101/8800445981. (Please contact in case of emergency during non-working hours.)
E-mail ID	**To Tender Wizard** harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com twhelpdesk759@gmail.com twhelpdesk963@gmail.com & cc to: Thirupathik@edcil.co.in mnandeesh@edcil.co.in

8. Offline Submissions: (AS PER TENDER REQUIREMENT)

a) 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.

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

I. **Original Demand Draft as Bid fee and EMD Security in the form of Demand Draft / Bank Guarantee.**

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

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

9. Public Online Tender Opening Event (TOE)

a. Tender Wizard E-Tendering Portal offers a unique facility for 'Public Online Tender Opening Event (TOE)'.Tender Opening Officers, as well as, authorized representatives of bidder scan 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.

b. 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 Tender Wizard E-Tendering Portal.

c. Tender Wizard E-Tendering Portal 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.

d. Tender Wizard E-Tendering Portal 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'.

10. 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 **Tender Wizard E-Tendering Portal**.

II. Register your organization on **Tender Wizard E-Tendering Portal** well in advance of the important deadlines for your first tender on Tender Wizard E-Tendering Portal 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 Tender Wizard E-Tendering Portal well in advance of your first tender submission deadline on the Portal.

IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or Tender No) 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 Tender Wizard E-Tendering Portal (There could be last minute problems due to internet timeout, breakdown, etc.)

VI. Tender Wizard E-Tendering Portal will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLYIF' 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'.

11. MINIMUM REQUIREMENTS AT BIDDER'S END

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- 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 tender.

CHAPTER-V
INSTRUCTIONS TO BIDDERS

1. **Due date**: The e-tender must be submitted before the due date & time

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 rate for the items mentioned in the technical bid in the given PDF format.

3. **BID FEE AND EMD:**

   ~~**a.** The bidder should submit Bid fee **Rs. 1000/-** (one thousand only) through Demand Draft drawn in favour of "EdCIL (India) Limited" payable at NOIDA/ New Delhi from any of Nationalized bank valid for three months. This Bid fee is non-refundable.~~

   b. EMD (earnest money deposit) of **8,20,000/- (Rs. Eight Lakhs Twenty thousand only)** shall be submitted separately in the form of Demand Draft/ Bank Guarantee from any of the Nationalized bank in India with a validity of three months from the last date of submission of tender. Format of the Bank Guarantee for EMD is as per **ANNEXURE-X**. The Bid sent without Bid fee and EMD would be considered as NON-RESPONSIVE and will not be considered. (The EMD will be returned without any interest or liability to the unsuccessful bidders, immediately after the award of contract).

   Note: Bidders registered with MSME are exempted for submission of EMD and other guidelines applicable as on date of the MSME Ministry, GOI.

4. **Refund of EMD**:

   I. The EMD will be returned to unsuccessful Tenderer only after the Tenders are 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% Performance Bank Guarantee from a Nationalized bank operating in India.

5. **Acceptance/ Rejection of bids:** EdCIL reserves the right to reject any or all offers without assigning any reason. EdCIL based on the requirement without assigning any reason to the Bidder/s may split work/Scope/Bid offer in stages or in parts according to the need of work or for ease of execution of work. EdCIL reserves right to take decision according to requirement and no claim

on whatsoever ground shall be entertained from the bidder. Final decision of EdCIL shall be binding on the bidder.

6. PRE-QUALIFICATION CRITERIA:

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

	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/ any other supporting document
2.a	Only authorized dealer/ agency of Original Equipment Manufacturer (OEM) or OEM having minimum 3 years 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 must provide Manufacturer's Authorization Certificate preferably as per format at **Annexure XII.** *Bids submitted without authorization certificate will be summarily rejected. Authorization certificate from OEM is essential for all the items of supply under scope of work.*	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.
2.b	An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for spares & maintenance facilities during warranty & AMC. The bid shall not be considered responsive in absence of the certificate from the OEM.	Undertaking by the authorized signatory of OEM in favor of the Bidder agency. In case of OEM, certification from the authorized person.
3	The average annual turnover of the bidder firm/Parent/Group company should be **Rs 10.00 Crores** (Rs. Ten Crores only) during the last three financial years (2015-2016, 2016-2017 & 2017-2018). In this regard, the bidder should submit copies of audited Balance sheets including profit and loss accounts for the last three financial years as above. The agency should have profit for all 3 years. A registered CA's certificate indicating turnover statement for the relevant period is also to be accompanied.	Certificate from the Chartered Accountant and copy of audited balance sheets/P&L Accounts for the relevant years.
4	Bidder must submit latest Bank Solvency Certificate (not exceeding 6 months before the date of publication of advertisement) not	Copy of Bank Solvency Certificate

	less than of **Rs. 1.60 Crore** (Rs. One crore sixty lakhs only).	
5	Authorized agency/OEM must have successfully executed (during the last five completed financial year 2013-2014, 2014-2015, 2015-2016, 2016-2017 & 2017-2018) at least one or more Supply, Installation, Commissioning & Maintenance of **Equipment & Software related to Data Center Renovation and Shifting order** from start to finish of the following: One single order of Supply, Installation, Commissioning & Maintenance of **Equipment & software related to Data Center Renovation and Shifting** having value of **Rs 2.80 Crores** (Rs. Two Crore eighty Lakhs only) (OR) Two orders of Supply, Installation, Commissioning & Maintenance of **Equipment & software related to Data Center Renovation and Shifting** having value of **Rs. 2.00 Crores** (Rs. Two crores Only) (OR) Three orders of Supply, Installation, Commissioning & Maintenance of **Equipment & software related to Data Center Renovation and Shifting** having value of **Rs. 1.40 Crore** (Rs. One Crore forty lakhs Only)	Copies of work orders and completion/ Installation certificates. In case of non-availability of completion, final bill copy submitted by the bidder to the client can be submitted as proof of completion of work/Installation
6	The Bidder must have successfully executed **at least one order of value not less than the value specified in Criteria-5 above for similar work** for Central Govt./ PSU's/ Autonomous bodies/ Govt. Premier Institutions such as IIT's/ NIT's/ IIIT's/ Central Universities/Govt. Institutions, etc. during last three Financial years for which necessary supporting documents have to be enclosed.	Copies of work orders and Completion/ Installation certificates
7	The Bidder should indicate at least Four numbers of technically Qualified professionals having experience for not less than five years for installation & Maintenance support.	List of technical qualified Professionals duly self-certificated by the bidder.

Notwithstanding anything stated above, the Consignee/ EdCIL 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/ NIMHANS.

Evaluation & Comparison of Bid:

i) Upon Opening the Bids, EdCIL will examine the Bids to determine whether all the stipulated tender document requirements are in order and complete in all aspects.

ii) Upon verification of the bid documents as submitted, the bids shall be evaluated to ascertain whether it meets the eligibility criteria as specified in the Tender document.

iii) The technical bids shall be evaluated based on the available documents submitted by the bidder. In the course of its evaluation, EdCIL may ask for clarifications from the bidders in respect of the Bid documents submitted by them. Any clarification submitted by a bidder that is not in response to a request by EdCIL shall not be considered. The request for clarification and the response shall be in writing.

iv) If a bidder does not provide clarifications of its bids by stipulated date and time set by EdCIL, their bid may be rejected.

v) Financial bid will be opened for the qualified technical bidders.

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 bank in favor of **"National Institute of Mental Health and Neuroscience (NIMHANS), Bangalore"**.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 NIMHANS/EdCIL.

This guarantee shall be valid for a period of **60 days beyond** the ending Date of CAMC Period..

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, it's delays 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. Milestones:

In event of failure of supply of the items/ goods within the stipulated delivery schedule/Milestones, the consignee has all the right to foreclose/terminate the contract by reserving right to encash the Performance Bank Guarantee. The milestone for the Delivery and installation as follows:

Activity	Days
1. Mobilization to the site and taking over the civil works	D + 7
2. Submission of the Prototypes/drawing/models/samples (wherever applicable)	D+ 20
3. Completion of modification in the existing data center along with shifting of utilities/Components	D+ 60
4. Supply of the items mentioned in the BOQ after approval of protypes/drawings	D+ 90
5. Installation, Commissioning AND TESTING	D + 100
6. Handing over of Data Centre	D + 120
• D- Denotes the date of issue of Letter of Award to the successful Bidder	

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. Packing list reference number

VII. 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 items/ goods should be carefully protected and painted with protective paint/ compound and wrapped to prevent rusting and damage.

VIII. Attachments and spare parts and all small pieces should be packed with adequate protections and wherever possible should be sent along with the major items. Each item should be tagged so as to identify it with the main item and part number and reference number should be indicated.

IX. 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, installation and Documents:

Delivery and installation of the goods should be made within a **maximum of 100 days** from the date of issuance of purchase order. The successful bidder to provide absolute supply schedule within 7 days from the receipt of Purchase Order. 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 items/ goods, 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 rate, 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/Installation/Commissioning: If the delivery/installation/commissioning is not made within the stipulated time period for any reason which are within the control of supplier/successful bidder, the Committee will have the right to impose Liquidated damages (LD) @ 1% per week and the maximum deduction of 10% of the contract value/ rate. The LD shall be applied only on the portion of items not delivered/Installed/Commissioned within the stipulated time period. Once the maximum deduction of 10% of contract value is reached, EdCIL has the right to terminate the contract/Foreclose the contract without any liability to cancellation charges and encash the submitted performance guaranty/s submitted by the successful bidder.

14. Rates:

I. Rates 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 rate of the product including taxes, transportation, Warranty & AMC with all other incidental expenses indicated.

II. The rates 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 rate must be mentioned in Financial Bid only. Discount or any other offers affecting the Package rate mentioned at any other place of the bid other that Financial Bid will not be considered.

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

Consignee:

The Project Manager- NIMHANS,
EdCIL India Ltd., EdCIL House, Plot No 18A, Sector -16A, Noida –

201301(UP), INDIA

Supplier: (To be filled in by the supplier)

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

I. Quantity offered for inspection and date;
II. Quantity accepted/rejected by inspecting agency and date;
III. Quantity dispatched/delivered to consignees 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 (In case of stage-wise inspection, details required should also be specified).

17. **Inspection and Tests:** Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

I. After the goods are manufactured and assembled, inspection and testing of the goods should be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet should be issued to this effect and submitted along with the delivery documents. A team including the representative of the end client would inspect the material and testing if required at vendor's premise. The location where the inspection is required to be conducted should be clearly indicated by the bidder after confirmation of the order.

II. The acceptance test will be conducted by the Consignee, their consultant or other such person nominated by the Consignee at its option after the item is installed at consignee's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There should not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the item is expected to occur. The Supplier should maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Consignee, the successful completion of the test specified.

III. In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Consignee reserve the right to get the item replaced by the Supplier at no extra cost to the Consignee.

IV. Successful conduct and conclusion of the acceptance test for the installed goods and item should also be the responsibility and at the cost of the

Supplier.

V. The time taken for pre-dispatch inspection is inclusive of the scheduled completion time of the delivery & installation of the items. Only the item certified by the Consignee/ Procurement Consultant should be dispatched to the consignee.

VI. The Supplier/OEM should display one sample Item (all items under procurement) for verification of the items by Consignee/ Procurement Consultant/ Client before Technical Committee before production of the same in bulk.

VII. The sample to be displayed shall be either at supplier place or at NIMHANS as per the discretion of EdCIL/NIMHANS.

18. 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.

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 item free of cost.

22. Installation & Demonstration

The supplier is required to undertake the installation and demonstration of the items within 20 days of the arrival of materials at National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore. The L.D. clause may 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.

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 National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore accordingly.

II. The Supplier should make all arrangements towards safe and complete delivery at National Institute of Mental Health and Neurosciences

(NIMHANS), Bangalore. Such responsibility on part of the supplier will include taking care of insurance, freight, octroi, state level permits etc. as applicable.

The Agency shall also be responsible for the safety of equipment in the premises of NIMHANS till its commissioning and handing over.

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 at National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore.

IV. It is the total responsibility of supplier to complete all formalities to transit of goods from the place of dispatch to National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore.

V. The bidder should ensure that no person can engage in the business of a common carrier unless he has granted a certificate of registration to do so for supply of Equipment at Bangalore.

VI. 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.

VII. 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 National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore (Main Campus) at the cost of Supplier through their Indian representatives.

25. Warranty and Maintenance:

I. For servers & Network racks and allied devices/equipment's pertaining to servers, the quoted Cost shall cover 1 Year Warranty from the date of commissioning of the equipment irrespective of the material being delivered at the site.

II. Defect liability period of 1 year shall be applicable only for the civil works from the date of completion. (The maintenance of civil works done in this contract shall not be covered under the CAMC)

III. 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.

IV. The warranty should be comprehensive on site with responsibility of the agency to ensure attending the warranty queries/issues received from National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore (Main Campus). Supplier should give written information (about the Engineers/ technical representative name and cell numbers) before handing over of the Goods to the Consignee and to the end client's nominated representative/s to attend the issues related to the warranty of the goods supplied under the contract.

V. The Consignee/NIMHANS should promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier should immediately within 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.

VI. UPS battery shall cover with 2 years warranty.

VII. The Comprehensive Annual Maintenance Charges (C-AMC) for a period of Four years immediate after completion of ONE Year comprehensive warranty period should also be undertaken and the quote to be mentioned in the relevant format shown in the financial bid (Annexure-I).

VIII. CAMC obligation for 2nd, 3rd, 4th and 5th year shall be undertaken by the Bidder as per the CAMC Percentage quoted. If the Bidder fails in his satisfactory work in undertaking the C-AMC obligations, the bidder will be held responsible and penalty shall be imposed according to the assessment made jointly by EdCIL & NIMHANS in respect to the loss, delay in services provided, etc.

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/NIMHANS. EdCIL shall not make any payment towards any taxes or any other incidental charges payable by the supplier for supply of material up to the place of delivery.

~~30. Duties (Custom & Excise)~~

~~a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)~~

~~b) Forwarder details i.e. Name, Contact No., etc.~~

~~NATIONAL INSTITUTE OF MENTAL HEALTH AND NEUROSCIENCES, (NIMHANS) is exempted from paying Excise Duty and necessary Excise Duty Exemption Certificate will be provided for which following information are required.~~

~~a) Quotation with details of Basic Rate, Rate, Tax & Amount on which ED is applicable~~

~~b) Supply Order Copy~~

~~c) Proforma-Invoice Copy.~~

~~In case, the custom duty exemption certificate is not available by NATIONAL INSTITUTE OF MENTAL HEALTH AND NEUROSCIENCES, (NIMHANS) then EdCIL shall reimburse the expenditure paid to the custom authorities by the supplier. However, no any additional expenditure whatsoever shall be reimbursed. The supplier should submit all original bills/ vouchers/ receipts~~

~~etc. from the authorities for obtaining the reimbursement. The clearance of the material from custom department is the responsibility of the supplier.~~

~~**31. Agency Commission**:~~

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

32. Payment:

I. <u>Payment terms</u>

i) 60% payment shall be made against delivery of Equipment & software related to Data Center Renovation and Shifting (Excluding Servers) in good conditions at Institute and to the satisfaction of the Consignee/NIMHANS.
ii) 15% On successful installation of Equipment along with civil works.
iii) 10% On successful Ccommissioning of Data Centre.
iv) 15% after one month of successful handing over of Data Centre.

Note: Each Running Bill for release of payment towards clause no 32 (I) shall not be less than Rs.50 Lakhs

II. <u>Payment of AMC</u>

(i) AMC payment shall be made on **Half Yearly basis** by EdCIL on the receipt of respective payment from NIMHANS to EdCIL.

(ii) In case of any new items required by EdCIL/NIMHANS which is not covered in the BOQ enclosed in the Financial Proposal, then Bidder shall submit a proposal/Quote of the **Spare parts** for acceptance of the rates by EdCIL/NIMHANS before its execution. Any additional payment for the above said **Spare parts** shall be made to Bidder directly by NIMHANS as per the current market rates/ last accepted rate.

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

34. Manuals and Drawings

I. Before the goods and items 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/ items should not be considered to be completed for the purpose of taking over until such manuals and drawing have been supplied to the Consignee.

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

36. Site Preparation:

I. The supplier should inform to the Consignee about the site preparation, if any, needed for the installation of items, 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 items, which the Institute should arrange before the arrival of the items to ensure its timely installation and smooth operation thereafter.

II. The supplier should visit the Institute and see the site where the items is to be installed and should offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

III. National Institute of Mental Health and Neurosciences (NIMHANS) (Main Campus) shall provide free water and electricity for installation of items.

37. Installation:

The items or machinery has to be installed or commissioned by the successful bidder within the overall stipulated time from the date of receipt of the items at NIMHANS, Bangalore. In case of any mis-happening/ damage to items and supplies during the carriage of supplies from the origin of items to the installation site, the supplier must replace it with new items /supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. EdCIL will not be liable to any type of losses in any form.

The equipment should be able to give service to NIMHANS on 95% of days. If the equipment fails more than 5% of the days, the guarantee / service contract will be extended by corresponding number of days. (subject to the condition that after installation of the equipment, the same or any other part thereof has not been subject to accident, alteration abuse or misuse).

At the time of Migration/shifting of Existing System at the NIMHANS, Bangalore, the successful bidder shall keep the new Site & equipment ready and shall co-ordinate for successful Commissioning of the New System.

38. Spare Parts

Supply of spares is guaranteed for a minimum period of 10 years from the

date of supply or from the date of cessation of production of this model for 10 years, whichever is later, at the rates prevailing against payment. After one-year warranty, Bidder must maintain the datacenter minimum for the next 4 years on the fixed CAMC as per the quote mentioned in the Purchase Order/MOU. Decision on the Subsequent extension of the CAMC after 5 years shall be decided at the end of 5 years. Additionally, it is the duty of the seller to maintain the upgraded system in working condition for a minimum period of 5 years from the date of installation.

The spare parts which are **not covered** under the CAMC is given in **ANNEXURE-XVII** and all other BOQ Items/parts shall be covered under CAMC. No extra payments shall be made against the items other than the items shown in ANNEXURE-XVII

~~**39. Product Life:**~~

~~The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 5 years including warranty period. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered.~~

~~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.~~

40. Defective supply of items

I. If any of the items 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 items or its part. The rates of such items should be refunded by the Tenderer with 18% interest if such payments for such items 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 items, if found before installation and/or during warranty period, should be replaced within 45 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.

41. 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 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 rates 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.

42. Training of Personnel:

The supplier should be required to undertake to provide the technical training to the personnel involved in the use of the items at the Institute premises, immediately after completing the installation of the items for a minimum period of one week at the supplier's cost.

43. 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.

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

45. Award of Contract:

I. EdCIL reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of

contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.

II. EdCIL has the right to review at any time prior to award of contract that the qualification criteria, as specified in Clause: 6 are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the qualification criteria, as specified in Clause: 6 are no longer met by the Bidder whose offer has been determined as first rank.

46. Negotiations:

Normally Negotiations are not allowed. However, if required, negotiations will be done with L-1 bidder at the address indicated in the Data Sheet. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate technical, financial and other terms and conclude a legally binding agreement.

47. Rates in Figures and Words:

Rates Quoted by the Bidder in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the Bidder shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the Bidder or it does not correspond with the rates written either in figures or in words, then the rates quoted by the Bidder in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

- In the case of any tender/item(s) where unit rate of any item/items appear unrealistic, such tender / item(s) will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender / item(s) is liable to be disqualified and rejected.

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

CHAPTER VI

ANNEXURE-I

TECHNICAL COMPLIANCE SHEET

Item No	Broad Specification	Numerical values/ specification	Whether Comply YES/NO
I)	**Server and Network Racks with Accessories**		
1	Server Rack , 600 W x 2000 H x 1200 D, Front Glass Door with comfort handle with lock insert (130 Degree Hinges) with Rear sheet steel Double plain door(130 Degree Hinges) with Door vertical and Horizontal Door Stiffener with comfort handle with lock insert , Top cover with cutout with cover plate for cable entry, bottom cover with gland plates for cable entry, 19" angles 2 pairs on 4 nos of cable troughs front and rear, 6 nos of punched sections. RAL 7035		
2	Network Rack , 800 W x 2000 H x 1200 D, Front Glass Door with comfort handle with lock insert (130 Degree Hinges) with Rear sheet steel Double plain door (130 Degree Hinges) with Door vertical and Horizontal Door Stiffener with comfort handle with lock insert, Top cover with cutout with cover plate for cable entry, bottom cover with gland plates for cable entry, 19" angles 2 pairs on 4 nos of cable troughts front and rear, 6 nos of punched sections. RAL 7035.		
3	Side Panel 2000H X 1200D Screw Fixed, unvented (RAL 7035)		
4	Metal Shunting rings 90x60 (Pack of 10)		
5	Component Shelf 720mm Deep RAL 7035		
6	Captive hardware (Pack of 20)		
7	Baying kit (Pack of 4)		
8	Blanking Panel 1 U, ABS Material (Black Colour)		
9	Earth Straps,4Sqm,170mm in length Pack of 5		
10	Earth rail 15x5x450 with 20 Points		
11	Socket strip 5A,19" Mounted with 6 Sockets with 1.8 Mtr power chord with		

	6A plug. RAL 7035		
12	1U 19" Horizontal Cable Manager (Zinc blue plated)		
13	Cable route 300Wx1700H RAL 7035		
	Approved Makes: NetRack / Valrack / Rittal		
II)	**Rack Based Closed Loop Cooling Systems for Server and Networks Racks**		
1	Chilled Water based In Rack Closed Loop Cooling Unit 30kW & dimension - 300x2000x1200		
2	Fan module		
3	Touchscreen-display		
4	Overflow Valve		
5	Levelling feet		
6	Vertical Shielding, for 600mm. Side		
7	Vertical Shielding, for 600mm. 19"		
8	Vertical Shielding, for 800mm. Side		
9	Vertical Shielding, for 800mm. 19"		
10	Connection Hose TOP		
	Approved Makes: Stulz/Rittal / U Systems / Cool Centric		
III)	**Monitoring System with Automatic Door Kit, Signal Pillar& Hooter**		
1	Smart Rack Processing Unit		
2	Temperature/humidity sensor		
3	Programming cable USB		
4	Door Kit TS IT, 2-piece door		
5	Smoke sensor		
6	Water Leakage sensor, 15 m		
7	Door Control Module for Automatic door opening in case of emergency		
8	GSM Unit for generating SMS alerts		
9	Door Switch		
10	Power pack		
11	Connection cable C13/C14		
12	Mounting unit, 1 U for controller		
13	Cable clamp rail		
14	CAN-Bus connection cable, 1,5 m		
15	CAN-Bus connection cable, 2 m		
16	Mounting component for Signal pillar		
17	Led Steady light		
18	Connection component		
19	Acoustic component for Signal piller (100dB)		
	Approved Makes: Stulz / Rittal / Netrack/Raritan		
IV)	**32A Rack iPDU's**		

1	Vertical Rack Mounted PDU metered 32A/1P CEE 24xC13 / 4xC19		
	Approved Makes: Raritan / Server technology / Rittal		
V)	**Data Center Infrastructure Monitoring Software**		
1	Server Appliance, Server with Win		
2	Server Appliance, Software		
3	Server Appliance, Graphic tool		
4	Volume licenses for 100 IP nodes and 8 consoles, Software		
5	Volume licenses for 100 IP nodes and 8 consoles, graphic tool		
	Approved Makes: GreenField / Athenta / Rittal/ Sunbird		
VI)	**Chiller with Pump & Tank and Low Side Works**		
1	Packaged 20TR Chiller with inbuilt Pumps (1W+1S) & Tank		
2	Low Side Chilled Water Piping with all necessary accessories & Installation of 25 mtr. with stand and accessories		
3	Project management, I&C , Freight and Unloading Charges		
	Chiller Approved Makes: Swegon Bluebox / Clemanventa / York / Carrier		
	Pump Approved Makes: Grundfos / Kirloskar / Beacon		
VII)	**75kW Modular UPS Frame with 15 minutes back up time (N+N Redundancy)**		
1	75 KW Modular Frame to accommodate 3#25kW UPS power Module with Battery Breaker.		
2	25kW UPS power Module with:		
	a. IGBT Rectifier & Inverter.		
	b. AC- AC efficiency 95% or better.		
3	15 mins Battery Bank for 50 kW load		
4	Cabling & Interlinks		
	Approved Makes: Eaton / Socomec / Delta		
VIII)	**Fire safety and security system**		
A	**Fire Alarm System**		
1	Supply, of Intelligent Addressable fire alarm control panel with 50-point card and battery backup of 24 hrs. in normal condition and 30 min in alarm condition.		

2	Supply of Intelligent Addressable Smoke detector with Fire Print Technology having responsiveness of photoelectric, thermal, ionization technology and false alarm resistance along with base. The detector shall have facility to mount in different comprehensive environment like Hostile environment, Parking Garage, HVAC Ducts, Precious storage, Transformer rooms, Warehouse, Dormitory and normal working environments.		
3	Supply of UL listed, and FM approved Single action Manual Pull Station		
4	Supply of UL listed Conventional Sounder having 2 different tone settings with range of 78 dbA to 87 dbA.		
5	SITC of Response Indicator		
6	SITC of Addressable Control Modules for Activate the gas Release panel		
7	SITC of Addressable Control Modules for Access control integration.		
8	SITC of 2 core 1.5 Sq. MM CU PVC sheathed armored cable		
	Approved makes: Fire Alarm System- Siemens / Tyco/ Honewell		
B	**Fire Suppression System**		
1	SITC of 120 Ltrs. Cylinder with Valve & Warning Sign Boards		
2	SITC of Novec 1230 Gas		
3	SITC of Master Kit for cylinder system		
4	SITC of Slave Kit for cylinder system		
5	SITC of Nozzles		
6	SITC of Seamless Piping for Fire suppression Cylinder		
7	SITC of Manual Abort Station with Monitor Module		
8	SITC of 2 Zone Gas Release panel with Battery backup		
9	SITC of Manual Gas Release Station with Monitor Module		
10	SITC of Discharge Sign Board		
11	SITC of 2 core 1.5 Sq. MM CU PVC sheathed armoured cable		
	Approved makes : Siemens / Tyco/ Honeywell		
C	**Water Leak Detection**		
1	SITC of Water Leak Cable with end connections (10Mtrs)		
2	SITC of Electronic Sounder 85db		

3	SITC of 4 Zone Water Leak Conventional Panel with Battery Charger & Battery Connectors		
4	SITC of 2core x 1.5 mm2, Cu, FRLS Cable in MS Conduits		
	Approved makes:Sontay / Tyco / Siemens		
D	**Rodent Repellent System**		
1	Master Console without satellites for Rodent Repellent system		
2	Satellites to be installed with the Rodent Repellant System at a minimum of 24 satellites per master console		
3	Supply and surface laying of 2 core x 1 Sq.mm cable flexible cable in 20mm dia PVC conduit		
	Approved makes:Maser / RScat		
E	**Very Early Smoke Detection System (VESDA)**		
1	SITC of is a Aspiration fire alarm Aspiration sensing technology, The Standalone, Faster and Cost Effective Laser Aspiration Detector. It is ideal solution for Small and Medium Challenging Smoke Detection Jobs, Typically In Small data center Server room Applications with BMS integration.		
2	SITC of Power Supply 220VAC to 24VDC 1.5Amp		
3	SITC of Aspiration Nozzles & Capillary tube		
4	SITC of PVC pipe & Accessories		
5	SITC of Hooter Cum Strobe		
	Approved makes: Siemens / Tyco / System Sensor		
F	**Closed Circuit Television System (CCTV)**		
1	SITC of IP IR Dome (Mini), 1.3MP 1080P,2.8mm Fixed Lens.		
2	SITC of 8 port POE network switches with 30 days storage.		
3	SITC of CAT 6 Video cable in PVC Conduit for CCTV.		
G	**Access Control System (ACS)**		
1	SITC Single door 2 Reader Access Control Panel with		
2	onboard TCP/IP, Supports Standard Wiegand Reader with		
3	Metal Enclosure & inbuilt Power Supply. SITC of Fingerprint T&A System Fingerprint storage 3000		

	Fingerprint Password Combinationverification mode to open door Wiegand Out.		
4	SITC of Proximity Card Reader.		
5	SITC of Electro Magnetic Lock - Single Leaf		
6	SITC of Electro Magnetic Lock - Double Leaf		
7	SITC of Magnetic contact		
8	SITC of HID Proximity Card.		
9	SITC of Access Control Management Software.		
10	SITC of 4 Core 0.75 sq mm Cable with PVC conduits		
11	SITC of Cat 6 cable for Networking of Access Controller in PVC conduit.		
H	**Public Address System (PAS)**		
1	Ceiling Mounted Speakers (4 W)		
3	60 W Plena Mixing Amplifier		
3	PA Console gooseneck microphone for making announcements.		
4	24/ 0.2 Speaker Cable in 19" FRLS PVC Conduit		
IX	**Electrical distribution Works**		
1	Electrical works (Raw power Distribution, UPS distribution, earthing, cabling & lighting)		
2	CABLES & CABLE TRAYS		
3	POWER SOCKET OUTLETS		
4	EARTHING		
5	POWER DISTRIBUTION BOARDS:		
5.1	MAIN DC PANEL		
5.2	RAW POWER AC DB - AE 1050		
5.3	UPS OUTPUT DB		
6	LUMINAIRES		
7	INTERNAL WIRING		
X	**Civil Works**		
1	FIRE RATED Gypsum Board Partitions		
2	Supply & fixing of 25 mm O class floor Insulation		
3	RAISED FLOOR 400mm high		
4	False floor Tile Puller (Double Cup)		
5	Providing and laying 2mm thick epoxy antistatic rubberized coating on floors		
6	Providing & making 115mm thick Brick masonry for ramp in Cement Mortar of 1: 4 (1 cement: 4 coarse sand) mix of class designation 75.		

7	FIRED RATED DOOR - Single Door of size 1000 wideX 2100MM high with same specification as above for BMS room,Staging Room. Door to have provision for fixing Access control system		
8	FIRED RATED DOOR - Double Door of size 1200 wideX 2100 MM high with same specification as above Door to have provision for fixing Access control system.		
9	FIRED RATED DOOR - Double Door of size 1500 wide X 2100 MM high 2 hours fire rated entrance door frame		
10	EMERGENCY EXIT FIRED RATED SINGLE DOOR OF SIZE 1000MM X 2100MM with Panic bar.		
11	Providing and fixing Steel lintel made of 3mm thick cold rolled sheets. The sheets should be duly perforated with 12.5 mm dia. holes which helps good mortar adhesion. The entire product is finally phosphate in for surface treated and then powder coated to 60 to 80 microns for corrosion prevention.		
12	Fire paint: 2 hr fire rated paint of approved brand and shade to internal surfaces (walls / partitions/ ceiling or any other location as directed), to give an even shade, including thoroughly brushing the surface free from foreign matter,sand papering smooth, filling in all holes and cracks,applying lambi / palti and rubbing down the surface,lambi/paltisandwiched with two coats of approved primer. Rate to include all tools, labor, scaffolding, primer as required completed as directed by the engineer. *Note: Flat area in horizontal vertical plane will be measured for payment. No additional payment will be made for grooves, cornices, vatta, moldings etc.*		
13	Providing & fixing of Perforated METAL LAY-IN ceiling system consisting of 600x600 mm Lay in tiles of pre-coatedgalvanized steel in 0.5 mm thickness in white colour with standard perforation of 2.5mm dia. & open area of 16%		

14	Removing of Windows & Closing of Window's with Brick work, plastering & Primer Paint (approx. size): 2500 W x 2200 H		
15	Removing of Windows & Closing of Window's with Brick work, plastering & Primer Paint (approx. size): 2500 W x 2700 H		
16	Brick Work with Plastering & Primer Paint for Electrical Room: 3500 W x 3000 H		
17	Breaking of Brick Wall: 1500 W x 2200 H		
18	Breaking of Brick Wall: 1000 W x 2200 H		
19	Concrete Platform with reinforcement for Chiller & Pumps System at Roof Top 4200 W x 150 H x 2400 D		
XI)	**Dismantling, Disposing and miscellaneous civil work**		

Note: The existing System is established and maintained by IBM. Successful Bidder must ensure the compatibility of his proposed system with the existing equipment's & servers for successful uninterrupted performance.
For any other information regarding site and existing setup the bidders are requested to Visit NIMHANS, Bangalore by taking prior appointment from NIMHANS.

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

<< Bidder's 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 rates 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 Blacklisted/ 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	
(In case of on-line payment of Tender Fees) 8 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD) 9 UTR No. (For EMD)	
10 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	

b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer)

Name: _____

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 AND MAINTENANCE OF Equipment & software related to Data Center Renovation and Shifting for National Institute of Mental Health and Neurosciences, Bangalore

This bears reference to EdCIL Bid No**. EdCIL/PROC/NIMHANS-2019/DATA CENTER/03/P4979** Dated __. __.2019. 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 ___/___/2019 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 (EdCIL), 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 EdCIL 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: -

Sl. No.	Financial Year	Annual Turn over
1.	2015-16	
2.	2016-17	
3.	2017-18	

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

ANNEXURE-VI

Details of Projects Completed During Last 5 years

Name of the Firm:

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

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**

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.		
Name of the organization	**Name of Contact Person**	**Contact No.**

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 ……. 2019.

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 submit 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 Apostle certificate.

ANNEXURE-IX

LETTER OF BID SUBMISSION

To,

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

SUBJECT- SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF Equipment & Software related to Data Center Renovation and Shifting for National Institute of Mental Health and Neurosciences, Bangalore

-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 have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

3. I/We submit the requisite **certified solvency certificate** and authorize the EdCIL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize EdCIL to approach individuals, employers, firms and corporation to verify our competency and general reputation.

4. 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

5. Earnest Money Deposit amounting to Rs. ---------- in the form of DD/bank guarantee Order No. ---------- dated ---------- issued by ---------- Bank is submitted.

6. Demand Draft of Rs. 1000/- towards Bid document cost.

Enclosures:
Date of Submission :

ANNEXURE – X

Name of the Bank: _____

To

The NIMHANS,
Bangalore

PERFORMANCE BANK GUARANTE FORMAT

In consideration of the Director NIMHANS acting through EdCIL India Ltd having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. _____ dt _____ Made between EdCIL India Ltd 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 NIMHANS, Bangalore an amount not exceeding ₹ _____ (₹ _____ only) on demand by the NIMHANS.

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 NIMHANS, Bangalore through the Director, NIMHANS, Bangalore or EdCIL INDIA Ltd, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the NIMHANS, Bangalore 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 NIMHANS, Bangalore 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 NIMHANS, Bangalore under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by EdCIL INDIA Ltd on behalf of the NIMHANS, Bangalore 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) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the NIMHANS, Bangalore 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 NIMHANS, Bangalore 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 NIMHANS, Bangalore If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the NIMHANS, Bangalore the full amount of guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the NIMHANS, Bangalore that the NIMHANS 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 NIMHANS 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 NIMHANS or any indulgence by the NIMHANS 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 NIMHANS in writing.

9. This guarantee shall be valid for a period of 60 days the ending Date of CAMC Period. Unless extended on demand by NIMHANS 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 …. 2019, 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 of Computer Desktop, Workstation & Servers at National Institute of Mental Health and Neurosciences (NIMHANS) Bangalore"
For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. ……/ 2019 Dated ……... 2019.

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 with a view to:

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No. …… dated ……..2019 at a competitive rate 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, favor 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 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, favor, 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 favor 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 TRANGRESSION

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. ……. as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favor 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 b 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 enough 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 NIT No. **EdCIL/PROC/NIMHANS-2019/DATA CENTER/03/P4979** 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.

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

EdCIL (India) Limited BIDDER

Name of the Officer : CHIEF EXECUTIVE OFFICER
Designation:

Witness: Witness

b) _____ 1. _____

c) _____ 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	Page No.
1.	Whether bidder has submitted the bid fee or not?		
2.	Whether the bidder has attached the EMD as per format of the Bid Security form?		
3.	Amount of EMD as per bid requirement or not?		
4.	Form in which EMD enclosed (Bank Guarantee/Demand Draft). If the EMD is submitted in the form of Bank guarantee it should be as per format given in **Annexure – X.** 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 (which ever applicable) from Nationalized bank		
6.	Validity of the Bank Guarantee (if submitted) 90 days from submission of bid or not?		
7.	Bid validity 90 days or not?		
8.	If bidder is an agent, whether the authorization certificate as per Performa at **Annexure – XII** 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 items as per bid quoted or not?		
13.	Whether rate as per Financial Bid quoted or not?		
14.	Whether delivery period and installation period as per bid agreed or not?		

S. No.	Description	Yes/No	Page No.
15.	Payment terms as per bid agreed or not?		
16.	Undertaking as per **Annexure III & IV** or not?		
17.	Company profile, Technical brochures of items quoted attached or not?		
	QUALIFICATION CRITERIA		
18.	Supporting documents showing supplier in the field of supply of Data Center Items for last Five years. Copy of certificate of incorporation is enclosed or not?		
19.	OEM Authorization Certificate **enclosed or not?** Authorization certificate is required for all the items.		
20.	Audited Balance sheets including profit and loss statements for the last three financial years (2015-2016, 2016-2017 & 2017-2018) to fulfill the requirements of turnover as per bid qualification criteria attached or not?		
21.	Bank Solvency *(not exceeding 6 months before the date of publication of this advertisement)* as per bid requirement submitted or not?		
22.	Documents in support of Data Center items supplied to Govt. Institutions such as IIT's/ NIT's/ IIIT's/ Central / State Universities etc. during last five years enclosed 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 …... 2019 between ……. (Name of Procurement Consultant (hereinafter "the Procurement Consultant") on behalf of National Institute of Mental Health and Neurosciences (NIMHANS), Bangalore 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 Rate")

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 Rate 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 Contact rates 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 Rate	Total Rate	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)

1. The items mentioned as per details given below, have been physically verified by way of opening the cartons/packing and verifying the items/ goods supplied and model of the items/ goods. 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 items	Origin	Model & Make	Quantity

Please make appropriate column, as per requirement.

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

Details of the Goods/ items received in objectionable condition

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

Date: _____

(Signature of the issuing official)
(Authorized Official, NIMHANS)

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/ ITEMS 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.

1. The following goods/ items supplied by the Supplier at this Institute have been successfully installed by the Supplier.

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

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

or

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

Date:

(Signature of the issuing official)
(Authorized Official, NIMHANS

Name: _____
Designation: _____

Rubber Seal of the Institution

Received the Acceptance Certificate

Date:

Signature of Supplier or his Authorized Representative

Name: _____

Annexure XVII

LIST OF SPARE PARTS which are not under CAMC

Sl.No	Product Description	Unit
1	Chiller Refrigerant - R410a	Per KG
2	Chilled Water Piping System insulation	RMT
3	15 mins battery bank for 50 kW load Battery Bank - 1 set for each UPS	1 set
4	FIRE RATED gypsum board partitions	Sqft
5	25 mm O class floor/ceiling Insulation	Sqft
6	RAISED FLOOR 450mm high (Clear) Panel Type	Sqft
7	False floor Tile Puller (Double Cup)	Each
8	2mm thick epoxy antistatic rubberized coating on floors	Sqmtr
9	2 hr fire rated paint	Sqmtr
10	Perforated METAL LAY-IN ceiling system	Sqmtr
11	LED 36W 2' x 2' LED square fitting	Each
12	LED 28W fitting	Each
13	Fire Suppression System - Novec 1230 Gas	Per KG
14	Water Leak Cable with end connections (10 Mtrs)	Each
15	CAT 6 Video cable in PVC Conduit for CCTV.	per Mtr
16	Aspiration Nozzles & Capilary tube	Each
17	Ceiling Mounted Speakers (6 W)	Each

*Rates shall be as on Date of submission of Quotation and is valid for 1 Year.

NIMHANS shall place orders for Spare Parts, if required, directly with the vendors identified through M/s. EdCIL.