

E-Tender Document

for

**SELECTION OF SERVICE PROVIDER FOR “SUPPLY, INSTALLATION,
TESTING & COMMISSIONING OF NETWORKING COMPONENTS,
DESKTOP COMPUTERS AND OTHER COMPONENTS FOR NATIONAL
INSTITUTE OF TECHNOLOGY KURUKSHETRA”**

PART-I: TECHNICAL BID



Education • Innovation • Transformation

EdCIL (India) Limited

A Govt. of India Category-I Mini Ratna CPSE

EdCIL House, Plot No. 18A, Sector 16A,

Noida-201301 (U.P.) India

Tel: 0120 – 2512001-006, FAX: 0120-2515372

Reg. Office: 5th Floor, Vijaya Building 17,

Barakhamba Road, New Delhi-110001

NIT No- EdCIL/DES/NITK/NET/DESKTOP/2024/01

Dated: 16.02.2024

This document is serially numbered from page number 01 to 79

DISCLAIMER

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

This RFP is not an Agreement and is neither an offer nor invitation by EdCIL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by EdCIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the EdCIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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 EdCIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

EdCIL, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

EdCIL 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

RFP. EdCIL 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 RFP. The issue of this RFP does not imply that EdCIL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and EdCIL 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 EdCIL, 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 EdCIL 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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**Notice Inviting Tender
(e-Tendering mode)**

**EdCIL (INDIA) LIMITED
(A Govt. of India Mini Ratna CATEGORY-I CPSE)
SECTOR 16A, NOIDA**

Date: 16/02/2024

N.I.T. No.: EdCIL/DES/NITK/NET/DESKTOP/2024/01

Name of work	SELECTION OF SERVICE PROVIDER FOR “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF NETWORKING COMPONENTS, DESKTOP COMPUTERS AND OTHER COMPONENTS FOR NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA”
Tender Type	Limited Tender - Empanelled & approved system integrators of EdCIL under Group “A” for “Design, Supply, Installation, Testing, Commissioning and Maintenance of Smart Campus (Networking & other ICT Solutions)” vide EOI number-“EdCIL/DES/EOI/ICT/2022/01”.
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	16.02.2024
Document Download Start Date	16.02.2024
Document Download End Date and Time	29.02.2024 at 12:30 Hrs
Date for Pre-Bid Conference and Time	20.02.2024 at 15:30 Hrs
Bid queries should reach by	19.02.2024 at 17:00 Hrs Bid queries received later than the date and time as mentioned above shall not be entertained. Pre-bid queries should be emailed to destenders@edcil.co.in & kssahni@edcil.co.in as per format at Annexure-XVI
Venue of Pre-Bid Conference	EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301
Last Date and Time for receipts of Bids	29.02.2024 at 12:30 Hrs In case a Holiday is declared on the day of the event, the same will be held on the next working day at the same time & venue.
Date and Time of Opening of Technical Bids	29.02.2024 at 15:30 Hrs
Date and Time of Opening of Financial Bids	To be informed later

Earnest Money Deposit	Rs.2,00,000 (Rupees Two Lakh Only) in form of Bank Guarantee from a Scheduled Commercial Bank (Refer Annexure V) in India/ Demand Draft/direct bank transfer. Scanned copy to be uploaded with tender documents and original BG/DD has to be submitted. In case EMD is submitted in the form of BG, the BG should be valid till 90 days after the bid validity date, as per Annexure-IX
No. of Covers	02 (Single Packets)
Bid Validity days	180 days (From last date of opening of tender)
Performance Bank Guarantee (PBG)	5% of the total work value of the successful bidder. PBG is required to be submitted within 7 days from the date of issue of LOA as per Annexure-X
Email Address	destenders@edcil.co.in & kssahni@edcil.co.in
Corporate Office	EdCIL House, 18-A, Sector 16A, Film City, Noida, Uttar Pradesh 201301

1. Tender document shall be downloaded from electronic tender portal link available at <http://www.tenderwizard.com/EDCIL>. Aspiring bidders who have not get registered in online portal should get register/enroll before participating. Interested bidders are advised to go through instructions provided at “Instructions to Bidders for e-tendering.”
2. No manual bids shall be accepted. All bids (both Technical and Financial) should be submitted in the online portal. However, all the credentials mentioned in clause 1.1 should be submitted offline, after submission of online bid.
3. Bidders are advised to visit the EdCIL Website/<http://www.tenderwizard.com/EDCIL> for getting them 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 the webpage regularly and update themselves. The Pre-Bid queries, Corrigendum/addendum are the part of tender document and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the tender document.
4. This is a limited tender only for the Empanelled & approved system integrators of EdCIL under Group “A” for “Design, Supply, Installation, Testing, Commissioning and Maintenance of Smart Campus (Networking & other ICT Solutions)” vide EOI number. EdCIL/DES/EOI/ICT/2022/01. Bid by consortium is not allowed.

Chief General Manager (DES)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 91-120-2512001 to 2512006

CHAPTER- I

Offline and Online Bid Submission Documents

1.1 Offline Submissions:

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

Address:

EdCIL (India) Limited

18 A EdCIL House, Film City, Sector 16A, Noida, Uttar Pradesh 201301

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

I. Original copy of the EMD Security in the form of Demand Draft/BG/direct bank transfer.

II. Original 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.

1.2 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 as single PDF file)			
(File Size should be less than 5 mb)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Technical Compliance as per Annexure-I	.PDF
2.		Organization Declaration Sheet as per Annexure-II	.PDF
3.		Letter of Undertaking as per Annexure-III	.PDF
4.		Undertaking of Non-Blacklisting as per Annexure-IV	.PDF
5.		Land Border Declaration Format as per Annexure-VI	.PDF
6.		Power of Attorney as per Annexure VII	.PDF
7.		Letter of Bid Submission as per Annexure VIII	.PDF
8.		Earnest Money Deposit as per Annexure IX	.PDF

9.		Performance Bank Guarantee Format as per Annexure X	.PDF
10.		Performa pre contract integrity pact as per Annexure XI	.PDF
11.		Manufacturer Authorization Form as per Annexure XII	.PDF
12.		Contract Form as per Annexure XIII	.PDF
13.		Installation Certificate as per Annexure- XIV	.PDF
14.		Equipment Specification Compliance as per Annexure XV	.PDF
15.		Pre-bid Query Format as per Annexure XVI	.PDF
16.		Performa for declaration on proceedings under insolvency and bankruptcy code, 2016 as per Annexure XVII	.PDF
Envelope - 2			
Sl. No.	Documents	Content	Sl. No.
17.	Financial Bid	Price bid sheet as per bid form and Financial Bid Submission Form	.PDF

CHAPTER-II

Term of Reference & Definitions

Term	Definition
Firm	“Firm” means any supplier responding to the Tender “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF NETWORKING COMPONENTS, DESKTOP COMPUTERS AND OTHER COMPONENTS FOR NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA”
Authorized Signatory	The bidder’s representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure complete in all respect adhering to the instructions and spirit of this document.
Contract	“The Contract” means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	“Day” means a working day as per rules of EdCIL.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Mini Ratna Category -I CPSE)
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.
RFP/Tender	“ RFP ”/Tender means the Request for Proposals
Goods and Materials	“Goods and Materials” shall mean the articles, materials, equipment, IT Equipment, Firm’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/Work order and its attachments and exhibits.
Consignee	“Consignee” shall mean National Institute of Technology Kurukshetra where the items are to be supplied, installed and commissioned
EdCIL/ Purchaser	“EdCIL/ Purchaser” shall mean EdCIL (India) Limited.

CHAPTER-III

Instructions for e-Tendering

3.1 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 adopted E-tendering.
- 2) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal built using Electronic tender's software is referred to as www.tenderwizard.com/EDCIL.
- 3) The bidders are required to submit soft copies of their bids electronically on www.tenderwizard.com/EDCIL e-tendering website, using 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 www.tenderwizard.com/EDCIL. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website 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 www.tenderwizard.com/EDCIL as well as on EdCIL's website.
- 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 agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of EdCIL.
- 7) It is mandatory for the bidders to get their Firm registered with e-procurement portal of EdCIL, i.e. www.tenderwizard.com/EDCIL to have user ID & password by submitting a non-refundable annual registration charges as follows:

1	Registration charges for 1 year	Rs. 2000/-
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(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- (i) Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. KEONICS Ltd. upon registration, and which is necessary for e-tendering.

- (ii) Bidders are advised to change the password immediately on receipt of activation mail.
 - (iii) Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.
- 8) Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on **Tender Wizard E-Tendering Portal** www.tenderwizard.com/EDCIL, as there could be last minute problems due to internet timeout, breakdown, etc.
 - 9) Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
 - 10) Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk
Customer Support: 080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318 / 8800496478 / 8800445981 (Please contact in case of emergency during non-working hours.)
To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com arijeet@etenderwizard.com twhelpdesk963@gmail.com sandeep.g@etenderwizard.com & cc to: destenders@edcil.co.in & kssahni@edcil.co.in

3.2 PREPARATION OF BIDS

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

3.3 SUBMISSION OF BIDS

- 1) 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 sole responsible for any delay in uploading of bid within the stipulated time.

- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to pay EMD as applicable through demand draft/BG/direct bank transfer as per tender condition in favor of “**EdCIL (India) Ltd**” payable at Noida and enter details of the instruments. Original copies of demand draft/BG for EMD are required to be submitted.
- 4) 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 no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.
- 5) The server time 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.
- 6) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

3.4 ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority. For any other tender related queries bidders are requested to contact on below given numbers/email.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk
Customer Support: 080-49352000 (Multiple Telephone lines) Emergency Mobile Numbers: 9686115318 / 8800496478 / 8800445981 (Please contact in case of emergency during non-working hours.)
To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com arijeet@etenderwizard.com twhelpdesk963@gmail.com sandeep.g@etenderwizard.com & cc to: destenders@edcil.co.in & kssahni@edcil.co.in

3.5 Offline Submissions: (AS PER TENDER REQUIREMENT)

The bidder is requested to submit documents as mentioned in the **Clause 1.1**

3.6 MINIMUM REQUIREMENTS AT BIDDER’S END

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

CHAPTER-IV

Instruction to Bidders

4.1 Due date:

The tender has to be submitted before the due date and time. The offers received after the due date and time will not be considered.

4.2 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 component wise price for the entire mentioned component in the financial bid in the given format.

4.3 Language of Proposal:

The proposal prepared by the firm and all correspondence and documents relating to the RFP exchanged by the bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the firm may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

4.4 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The firm is expected to carefully examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the firm's risk and may result in the rejection of the bid.

4.5 EMD:

The bidder should enclose EMD of the amount mentioned above in Earnest Money Deposit column in the form of Bank Guarantee/ Demand Draft/ Direct Bank Transfer.

- In case of Direct Bank Transfer, NEFT/RTGS to the bank details for the transfer of funds is as below:
Bank Name - BANK-SBI-DELHI 36830596465
A/c No.- 36830596465
Branch & IFS Code - New Delhi & SBIN0000691
- In case of Demand Draft, The Bidder should submit EMD through Demand Draft drawn in favour of "EdCIL (India) Limited" payable at Noida from any Scheduled Commercial Bank.
- In case of BG, EMD to be submitted as per Annexure-IX from Scheduled Commercial Banks (Annexure- V). The BG should be valid till 90 days after the bid validity date.

Note:

- **The Bid sent without EMD would be considered as UNRESPONSIVE and will not be considered.**
- Bidders registered with MSME/Startup and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. However, MSMEs/Startup are advised to submit their financial solvency certificate issued not earlier than 6 months from the last date of bid submission.

4.6 Refund of EMD:

- i) The EMD will be returned to unsuccessful Bidder(s) after the award of work to the successful bidder.
- ii) Earnest money will be forfeited if a 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 receipt of 5% Performance Bank Guarantee from a Scheduled Commercial Bank (Refer Annexure V) operating in India.

4.7 Acceptance/ Rejection of bids:

- i) EdCIL reserves the right to reject any or all offers without assigning any reason.
- ii) EdCIL based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.

4.8 Performance Security

- 1) The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 5% of contract value to EdCIL within 7 days from the date of issue of Work Order. The Performance Bank Guarantee (PBG) should be issued by a Scheduled Commercial Bank (refer Annexure V) in favor of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of Contract period (including warranty period of 3 years & Commissioning period of 02 months).
- 2) This Performance Bank Guarantee will be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL.
- 3) PBG shall be returned to the successful bidder only after 90 days of the successful completion of the Contract (including warranty period of 3 years & Commissioning period of 02 months). In case of any shortfall of any activity/ specification/ other terms and conditions of the contract, EdCIL reserves the right to recover damages or loss from the due payment and or by the encashment of PBG.

4.9 Amendment in Tender Document

At any time up to the last date for receipt of RFP, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment. The amendment will be notified on EdCIL's website and tender Wizard portal.

4.10 Site Survey

Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. Bidders shall be deemed to have full knowledge of the site whether they inspect it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

CHAPTER-V

Scope of Work

5.1 **Scope of Work: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF NETWORKING COMPONENTS, DESKTOP COMPUTERS AND OTHER COMPONENTS FOR NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA”**

Project Overview:

The ICT desktops project of NIT Kurukshetra aims to revolutionize technological equipment by incorporating cutting-edge technology. The project focuses on developing latest infrastructure that leverage information and communication technology (ICT) to enhance the teaching and learning experience for students and educators. By integrating ICT into technology, the project aims to make technical learning accessible, engaging, and effective.

The second objective of this project is to implement technology lab at the National Institute of Technology Kurukshetra that will provide students and researchers with access to state-of-the-art technology tools and resources. The lab will be used for research and development purposes and training students.

1) Goals and Objectives:

The key goals and objectives of the project are:

- The goals and objectives of the ICT Education Tools project of the NIT Kurukshetra are to enhance accessibility and inclusivity of technical learning, foster engagement and motivation among learners, promote effective learning outcomes through personalized and adaptive tools, empower educators with technology-enhanced teaching resources and support, and encourage collaboration among learners, educators, and experts in the field of technology.
- To create a state-of-the-art technology infrastructure that is equipped with the latest hardware, software and other resources required for research and development. To provide a platform for students to learn about technology and develop their skills in using technology tools. The objectives are to promote interdisciplinary collaborations among faculty members from various university departments to advance research in technology, and to establish industry partnerships that facilitate the exchange of knowledge and technology between academia and industry.

2) Resources:

The following resources will be required for setting up the new computer lab:

S.no	Particulars
1.	Networking components, Desktop Computers and

5.2 Scope of Supply

Supply of all components as per BOQ at National Institute of Technology Kurukshetra campus, with 3 years of OEM warranty under back-to-back arrangement with the OEM.

The successful bidder must not bid/supply any equipment that it is likely to be declared end of sale / support within three years from the date of supply. The bidder would have to replace any such equipment with latest or at least the equivalent configuration.

5.3 Insurance & Transportation

- 1) The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance as required for all the equipment till the delivery, installation and commissioning at the respective end client location.
- 2) For delivery of goods at the end clients location, the insurance should be obtained by the Firm in an amount equal to 110% of the value of the goods from "Firm location to end client location" (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 the completion of installation and commissioning. If orders placed on CIF/CIP basis, the insurance should be up to End Client place.
- 3) The Firm should make all arrangements towards safe and complete delivery at End Clients Location. Such responsibility on part of the Firm will include taking care of insurance, freight, octroi, state level permits etc. as applicable.
- 4) The Firm should also take care of transit insurance, comprehensive insurance or any other insurance as required which may have direct bearing on the delivery of the items / equipments at End Clients location.
- 5) It is the total responsibility of Firm to complete all formalities to transit of goods from the place of dispatch to End Clients Location.
- 6) 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 items at End Clients Location.
- 7) 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.
- 8) The Firm will keep EdCIL informed about various stages of deliveries & installation.
- 9) All costs related to insurance shall be borne by the selected Bidder for goods supplied under the Agreement against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc. A copy of Insurance Certificate should be provided to EdCIL.

5.4 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 successful bidder. The Unpacking of the materials should also be arranged by successful bidder.

5.5 Inspection and Tests

- 1) The successful Bidder shall facilitate and make available a random 5% sample of each equipment type being supplied by them for a Pre-dispatch Inspection (PDI) by a committee comprising of EdCIL and end client. The PDI will be a key requirement prior to shipment of the equipment. As part of the preparation for PDI, the successful Bidder will provide to EdCIL PDI preparation report.
- 2) In the event of the hardware and software failing to pass the PDI, as per the specifications given, a period not exceeding 3 calendar days will be given to the selected Bidder to rectify the failure and clear the inspection, failing which, EdCIL reserves the right to cancel the Purchase Order and levy appropriate penalties in addition to the Liquidated Damages. EdCIL/client will not be responsible for any costs associated with such rejection. The bidder will be responsible for all equipment supplied till they are delivered and commissioned at the designated location/end client location.
- 3) Additionally, the bidder shall replace the complete lot of equipment belonging to an equipment type, if more than 5% of the sample size for the equipment type are found defective during the PDI. If the lots for two consecutive types of equipment are rejected, the entire shipment of equipment by the manufacturer shall stand rejected and shall have to be replaced by the selected Bidder with a fresh batch of equipment for shipment and related PDI. Any cost impacts of rejection at any stage shall be borne by the Bidder. If the complete shipment is rejected, EdCIL reserves the right to cancel the Purchase Order and levy penalties in addition to the Liquidated Damages. All penalty calculation are explained in detail in SLA.

5.6 Delivery of all Equipments:

- 1) Delivery, Installation and commissioning of all equipments at the desired location should be made within a maximum of 30 calendar days from the date of placement of purchase order.
- 2) Delivery/ Commissioning of all the goods at the campus(es) of National Institute of Technology Kurukshetra should be made within a maximum of 30 days/40 days from the date of placement of LOI/LOA. The successful bidder/Firm to provide absolute supply schedule within 7 days from the receipt of LOI.
- 3) The successful bidder to provide absolute supply and Commissioning schedule within 7 days from the receipt of Purchase Order.
- 4) Within 24 hours of dispatch, the Firm should notify the EdCIL by cable/ telex/ fax/ e-mail the full details of the shipment.

- 5) Till the EdCIL/end client takes over/ receives the equipment/ items, the Firm should be responsible to keep the same in safe custody and the charges (if any) to be borne by the successful bidder.

5.7 Installation and Commissioning of all Equipments:

- Physical installation and powering of all supplied components as per approved layout.
- Complete configuration and integration of all the components.
- **Any structure, permanent or temporary, dismantled or destroyed during the execution of the work shall be refilled/remade or restored to its previous condition by the successful bidder at its own cost.**

5.8 Scope of Cable plan Implementation

- The successful bidder under the guidance and supervision of NIT Kurukshetra/EdCIL has to carry out a site survey at all locations and prepare the network layout, cable routing diagram, actual Bill of Materials required and project schedule within two weeks from the date of awarding the contract. The document should clearly indicate the site preparation requirements to be carried out by NIT and site clearance and permissions to be obtained from NIT.
- The implementation shall commence only after approval of the network diagram and cable route by authorities of EdCIL and approved by NIT.
- The cabling plan has to be implemented and documented as per the EIA/TIA standards. The bidder has to submit a documentation schema along with the tender.

5.9 Scope of Acceptance Testing and Commissioning

- After installation of each and every item, test shall be conducted for system's performance.
- Commissioning shall mean end-to-end commissioning of the complete System with testing of test parameters, commitments etc and shall be submitted along with implementation plan, which shall be approved by EdCIL and reported to National Institute of Technology Kurukshetra.
- Repair / Refurnishing work owing to damage caused during Installation or any other work related to this project should be taken care by the vendor in coordination with EdCIL.
- Upon Self-testing and Commissioning, the system shall be offered for inspection to EdCIL and accepted report should be submitted to National Institute of Technology Kurukshetra.
- The successful Bidder, along with EdCIL shall prepare an inspection and acceptance schedule with details of each activity and subsequently submit to National Institute of Technology Kurukshetra.

5.10 Warranty Services

- 1) The Selected Bidder is required to provide a onsite warranty support for a period of 3 years. The warranty would ensure that the goods/ articles would continue to conform to the standards and specifications as prescribed in the RFP for the entire duration of the Contract.

- 2) The Selected Bidder is required to provide a next business day warranty service from OEM
- 3) All infrastructure procured by the selected bidder for this Project must adhere to the minimum requirements.
- 4) The period of warranty for all equipment shall commence after project commissioning sign-off date from the end client.
- 5) In case of offsite warranty, replacement of similar specification IT related hardware shall be provided to the end user.

5.11 Post Warranty Support and Maintenance Services

Supply of all components as per BOQ at National Institute of Technology Kurukshetra campus, with 3 years of OEM warranty.

5.12 Service Level Agreement

- 1) The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Selected Bidder to EdCIL and National Institute of Technology Kurukshetra for the duration of this Agreement. The selected Bidder shall regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA.

i) Definitions:

For purposes of this Service Level Agreement, the definitions and terms as specified in the Contract along with the following terms shall have the meanings set forth below:

- a) "Incident" refers to any event specifying the issues in performance of Hardware or Software.
- b) "Resolution Time" shall mean the time taken (after the incident has been reported, in resolving (diagnosing, troubleshooting and fixing) the issue.

2) Category of SLAs

- i) This document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Bidder shall be reviewed by EdCIL as the following:
 - a. Adherence to delivery schedule.
 - b. Regularly check performance of the Bidder against this SLA.
 - c. Obtain suggestions for changes to improving the service levels.
 - d. Periodic inspection of selected Bidder's Help Desk Records like
 - Types of Incidents and requests
 - Time to resolve and number of unclosed tickets

- Systems involved
 - **Codal** life of document after the completion of project. Codal life of document will be adopted by National Institute of Technology Kurukshetra.
- ii) The SLA shall be logically segregated in the following categories:
- a. Pre-Dispatch Inspection
 - b. Implementation Service levels/Delivery Schedule
 - c. Warranty obligations
 - d. Compliance and Reporting Procedures
- 3) The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the duration of the Contract. All penalties shall be paid by the Selected Bidder to EdCIL.

Delivery Schedule

Sl. No.	Measurement	Target	Penalty
1.	Start of shipment of Hardware/ equipment	Within 14 days of issuance of Work Order.	Penalty of 1% for every week, subject to a maximum of 10% of the relevant Milestone payment.
2.	Delivery of Hardware/ equipment at National Institute of Technology, Kurukshetra	Within 30 days of issuance of Work Order.	
3.	Commissioning of all IT Hardware/ equipment.	Within 40 days of issuance of Work Order.	

- GST shall be charged extra over and above the penalty amount for delay in delivery schedule and penalty for breach of SLA.

Warranty Support obligations:

The support services delivery of the bidder should be governed by the following architecture, a single point of contact with a 24 X 7 available number. An Engineer or an authorized person should be able to log their complaint on this central number, following a predefined process, so as to raise a service request. The request will be attended to, resolved and escalated as per the standard operating procedures.

Support Services Provisioned

Service Entitlement		Standard
Telephone Technical Support	Access to Live Agents at our Support Centre	7 x 24 x 365
On-Site Engineering Services	Service Availability	7 x 24 x 365 (staggered shifts)

	Response Time	4 hours
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Point of Contacts

Successful bidder should assign a point of contact Manager for National Institute of Technology Kurukshetra.

Manager will be responsible for following:

- Ensuring on timely rectification and/or replacement of components.
- Arranging Standby Hardware, whenever possible.
- Tracking Complaint status and periodic update to customer.
- Provide regular updates to customer contact.

Fault Notification

The helpdesk should be operational 24 X 7 and E-mail address and Phone numbers should be made available that can be reached on. The Service Desk Agent will provide the Customer (Client) with a Service Request Number which the support team will refer to in any correspondence related to this case, and which the Customer should refer to when the Customer wishes to make enquiries about the progress of the case. The service request number will be communicated to the customer immediately via phone & email.

Severity Level Definitions

Severity Level	Critical	Major	Minor
Alternate description	P1	P2	P3
Alternate description	Severity 1	Severity 2	Severity 3
Definition	Complete loss of a core organizational or business process where work cannot reasonably continue. Catastrophic impact on business. Workflow cannot move forward with the product until the issue is resolved. The issue may be caused by a critical failure that causes data failure or precludes the use of function of the product.	High impact on organizational or business processes. Operation of an existing system is severely degraded, or significant aspects of customer's business operation are negatively impacted by inadequate performance of the products. Inability to deploy	Minimal organizational or business impact. Anything which is not Out of service or Major is classified as Minor.

		a key feature or function. Product usage is affected, but can continue for a reasonable amount of time before the problem becomes catastrophic.	
SI's priority	SI's immediate priority is to restore service and not to debug the problem.	SI's immediate priority is to restore/improve service, not debug the problem.	SI's priority is to begin collecting data to debug the problem.

Escalation and Notifications:

The SI ensures that all the stakeholders are notified in timely manner on the status of event/ticket. SI Service Desk system notifies users during following events:

- Logging of ticket.
- Status change of ticket.
- Support engineers initiated notifications.

In order to ensure issues are resolved within SLA, Successful SI will have to use defined escalation mechanisms.

Below is standard Functional Escalation process followed for different severity calls.

Severity of call	Type of call	Tier-II	Tier-III
Severity-1: Critical	Incident	4 th Hour	8 th Hour
Severity-2: Major	Incident	8 th Hour	24 th Hour
Severity-3: Minor	Incident	24 th Hour	48 th Hour

Penalty for breach of SLA

S.no	Fault Resolution – SLA	Time Allocated	Penalty (in % percentage or Rs)
1	Call Resolution (in case of Severity-1 type incident)	< 4 Hrs.	0%
		> 4 Hrs < 8 Hrs	0.5 % of the unit hardware cost
		> 8 Hrs < 12 Hrs	2 % of the unit hardware cost
		> 12 hrs.	5 % of the unit hardware cost
2	Call Resolution (in case of Severity-2 type incident)	< 4 Hrs.	0%
		> 4 Hrs < 8 Hrs	0.5 % of the unit hardware cost
		> 8 Hrs < 12 Hrs	2 % of the unit hardware cost
		> 12 hrs.	5 % of the unit hardware cost
3	Call Resolution (in case of Severity-3 type)	< 4 Hrs.	0%
		> 4 Hrs < 8 Hrs	0.5 % of the unit hardware cost
		> 8 Hrs < 12 Hrs	2 % of the unit hardware cost
		> 12 hrs.	5 % of the unit hardware cost

	incident)		
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*GST shall be charged extra over and above the penalty amount for delay in delivery schedule and penalty for breach of SLA.

5.13 Technology Advancement

According to the technology advancement successful L1 bidder has to provide upgraded product without any extra cost to meet the technology advancement of the market.

5.14 Manuals and Drawings

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

5.15 Indemnity

The selected Bidder shall execute and furnish to EdCIL a Deed of Indemnity in favor of "EdCIL" in a form and manner acceptable to EdCIL, indemnifying EdCIL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:

- a) Any negligence or wrongful act or omission by the selected Bidder or the selected Bidder's Team in connection with or incidental to this Agreement; or
- b) A breach of any of the terms of selected Bidder Bid as agreed, the RFP and this Agreement by the Bidder or the selected Bidder's Team.

The indemnity shall be to the extent of 100% in favor of EdCIL.

5.16 Documentations to be produced by the successful bidder during project:

- i. Original installation and commissioning certificate issued by the client
- ii. Warranty Certificate in original of all the items supplied to client.
- iii. Insurance certificate, if required

CHAPTER-VI

Eligibility and Bid Evaluation

6.1 Bid Evaluation Process

The bid evaluation shall consist of the following phases:

- i. Phase I – Evaluation of Technical bid in accordance to the technical criteria and other tender compliances. **The bidder who clears the technical criteria shall be declared qualified in technical evaluation stage and notified for opening of their financial bids.**
- ii. Phase II - Evaluation of Financial bid

Note: - The bidder with lowest financial quote (L1) shall be considered for award of contract.

6.2 Eligibility Criteria

S. No.	Basic Requirement	Specific Requirement	Documentary Evidence
1.	OEM MAF	The bidder should submit valid undertaking from the OEM for Hardware/Equipment, confirming the following: <ul style="list-style-type: none"> • OEM(s) of the proposed product(s) shall provide support, for the quoted products for the entire contract period and; • That the proposed products meet the technical & functional requirements & also products quoted are of the latest version. 	A written undertaking by manufacturer (OEM) should be submitted as per Annexure XII provided in this RFP.
2.	Insolvency / Bankruptcy	The BIDDER must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority preceding bid due date	A Self Declaration on the Letter head of the BIDDER regarding BIDDER Firm not being bankrupt or in process of being declared insolvent / bankrupt
3.	Blacklisting	The BIDDER should not have been blacklisted by the Central Government, State Governments, PSU or any Government Corporations in India, preceding bid due date	Self-Declaration notarized on non-judicial Rs. 100 Stamp paper for not being blacklisted (Refer to Annexure IV)

4.	Power Of Attorney	The Authorized Signatory signing the Bid on behalf of the Bidder - should have the Power of Attorney duly authorized by the Board of Directors to sign the Bid.	Power of attorney shall be submitted in prescribed format on non-judicial stamp paper.
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- Documents must be provided in support of the following otherwise bids will be summarily rejected.
- Technical bids will also be reviewed for compliance with the necessary Instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- The Technical bid will be evaluated by evaluation committee set-up by EDCIL.

6.3 Evaluation of Financial bid:

- The Financial bid shall be opened for only those bidders who have been found to be technically qualified/eligible. The financial bids shall be opened in presence of representatives of technically qualified/eligible bidders, who may like to be present. EdCIL shall inform the date, place and time for opening of financial bids.
- Financial bid should be checked by bidders to ensure conformance to the format provided in the tender document.
- If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail
- The bidder with lowest financial quote (L1) shall be considered for award of contract.

Chapter-VII

Payment terms

1. Payment Term

S.No	Milestone	Payment % of the Contract Value
1.	<p>Payment shall be released after Satisfactory delivery of material. Payment will be made if items are found in good condition as per term and conditions mentioned in the RFP.</p> <p>The bidder should submit the following documents to the EdCIL for the payment:</p> <ul style="list-style-type: none"> • Original Tax invoice showing contract number, goods description, quantity unit price, total amount. • Delivery report duly signed and stamped from authorized official of end client as per term and conditions mentioned in the RFP. • Copy of Insurance Certificate. • Manufacturer's/ Firm's warranty certificate. 	70%
2.	<p>Payment shall be released after successful installation & commissioning.</p> <p>The bidder should submit the following documents to the EdCIL for the payment:</p> <ul style="list-style-type: none"> • Installation and Commissioning report duly signed and stamped from end client. • Work completion certificate duly signed and stamped by authorized official of end client. 	25%
3.	<p>The warranty will be for a total period of 3 years. Payment shall be released after successful completion of 2nd year warranty period i.e. after two years from the date of commissioning.</p>	2.5%
4.	<p>The warranty will be for a total period of 3 years. Payment shall be released after successful completion of 3rd year warranty period i.e. after three year from the date of commissioning.</p>	2.5%

Note:

- Payments will be done only on the back-to-back basis on receipt of the related payment/funds from the end client, subject to satisfactory acceptance of the deliverables from the end client as per the submission of the required document.
- Warranty start will be reckoned from the date of commissioning as approved by the end client. Part payment can be made against commissioning in accordance to the progress of the project.

2. Performance Security/Performance Bank Guarantee

The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 5% of contract value to EdCIL within 7 days from the date of issue of Work Order. The Performance Bank Guarantee shall be issued by a Scheduled Commercial Bank (refer Annexure V) in favor of "**EdCIL (India) Limited**" to be valid for a period of 90 days beyond the date of completion of O&M period & contractual obligations. This Performance Bank Guarantee should be retained throughout the currency of the contract and shall be extended by the bidder from time to time, as required by EdCIL.

Chapter-VIII

Key Contract Terms

1. Arbitration

- All disputes or differences, whatsoever, arising between the parties out of or relating to the interpretation, meaning and operation or effect of this contract or the breach thereof, shall be resolved through mutual consultation and negotiation.
- Any dispute not resolved by mutual consultations shall be settled through arbitration by arbitrator duly appointed by the designated officer of EdCIL India Limited. The award of the said Arbitrator shall be final and binding on both parties. The place of the Arbitration shall be at Delhi. It is the terms of this Contract that in the event of such arbitrator to whom the matter is originally referred, being transferred or on vacating his office, being unable to arbitrate for the aforesaid reason, his successor shall be appointed as Sole Arbitrator by the aforesaid authority and the new incumbent shall resume arbitrator proceedings from the stage where his predecessor has left. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award subject to the aforesaid, the Arbitration and Conciliation Act, 1996, shall apply to the aforesaid arbitration proceedings. The performance under this Contract shall not stop for any reason whatsoever during the said dispute / proceedings, unless the Firm / party are specifically directed by EdCIL India Limited to desist from working in this behalf. The award of Arbitrator so appointed shall be final and binding upon the parties hereto. Arbitration cost shall be borne by the Firm.

2. Non-Disclosure

The firm and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the client's business or operations details without the prior written consent of the client.

3. Risk Purchase Clause

In event of failure of completion of work within the stipulated delivery schedule, the EdCIL has all the right to purchase the item/equipment from the other source on the total risk and cost of the successful bidder under risk purchase clause.

4. Compensation

In consideration of the Services hereunder, EdCIL India Limited shall pay BIDDER the fees and expenses ("Charges") as specified in Commercial. All amounts payable to BIDDER are exclusive of any Taxes. EdCIL India Limited shall be entitled to deduct from applicable payments to BIDDER, any tax on BIDDER' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BIDDER with evidence or certificate of payment of such tax to the taxing authorities. BIDDER shall submit invoices to EdCIL India Limited in accordance with the payment schedule in Commercial of this document. Payment stages are available at Chapter-VII

5. **Representations and Warranties**

Bidder warrants that the Services will be provided in a skilful and workman like manner and in conformity with the scope described in Scope of Work Proposed Functional Scope of this document. Notwithstanding the aforesaid, any Services which are provided by bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party.

6. **Limitation of Liability**

Neither EdCIL India Limited nor the bidder shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the EdCIL India Limited for the Service that gives rise to such liability during the twelve-month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; (ii) breach of the use terms in respect of use of bidder Application System; and (iii) breach of confidentiality obligations. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of EdCIL India Limited to perform any of EdCIL India Limited's obligations.

7. **Confidential Information**

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure

agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8. Force Majeure

The selected Bidder 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.

- i. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the EdCIL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- ii. If a Force Majeure situation arises, the bidder should promptly notify the EdCIL in writing of such conditions and the cause thereof. Unless otherwise directed by the EdCIL in writing, the Firm 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. Prices

- i. The price should be quoted in per unit (with breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated. The inter se merit position of the bids however shall be decided based on the composite price of the product including taxes, transportation, Warranty with all other incidental expenses indicated.
- ii. The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than Financial Bid will not be considered.
- iii. The price quoted should be inclusive of 3 years on site comprehensive warranty including basic training and demonstration to the end client.

10. Notices

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

**Chief General Manager (DES)
EdCIL (India) Limited,
18 A, Sector-16A,
Noida-201301, Uttar Pradesh
Tel: 91-120-2512001 to 2512006**

Firm: (To be filled in by the Firm)

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

11. Firm Integrity

The selected bidder 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.

12. 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.

13. 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. The place of jurisdiction would be New Delhi (Delhi) INDIA.

14. 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, EdCIL 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 EdCIL'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 may 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 Firm at their own cost and risk.

15. Taxes

Selected Bidder should be entirely responsible for all taxes, duties, road permits, etc., incurred until delivery of the contracted Goods/Services. EdCIL shall only make payment towards the GST Charged in the invoice other than that no other taxes/ duties/ Charges will be paid.

16. Defective Equipment

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

17. Termination for Default

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

- i. If the Firm fails to complete the work within the period(s) specified in the order, or within any extension thereof granted by the EdCIL; or
- ii. If the Firm fails to perform any other obligation(s) under the Contract.
- iii. If the Firm, in the judgment of the EdCIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

I. **For the purpose of this Clause:**

- **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

- In the event the EdCIL terminates the Contract in whole or in part, the EdCIL should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Firm should be liable to the EdCIL for total risk and costs for such similar Goods or Services. However, the Firm should continue the performance of the Contract to the extent not terminated.

18. Tender Conditions with Implementation of Insolvency and Bankruptcy Code, 2016 (IBC)

- a) It will be the responsibility of the bidder to inform EdCIL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- b) If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by EdCIL.
- c) EdCIL reserves the right to cancel/terminate the contract without any liability on the part of EdCIL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- d) EdCIL reserves its right to evaluate and finalise the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
- e) A declaration / undertaking shall be submitted by the bidder in the Format (as per ANNEXURE-XVII) along with techno commercial bid.

Guide lines for Evaluation & Short closure:

- a) After opening of price bid but before award, if a bidder(s) is(are) rejected due to initiation of insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code), tender will be finalized ignoring such bid(s).
- b) During execution of contract, if insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) is initiated against a contractor and EdCIL shall have the right to short close the contract.

19. Compliance certificate

This certificate must be provided on their letter head indicating conformity to the technical specifications.

20. 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 pre-qualification criteria, are still being met by the Bidder whose offer has been

determined as first rank. A proposal shall be rejected if the eligibility criteria, are no longer met by the Bidder whose offer has been determined as first rank.

21. User List

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

22. 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 3 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.

23. Acknowledgement

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

24. Price Information

Price information shall not be there in Technical Bid.

25. 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 contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor 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 where unit rate appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

26. Fall Clause

The Bidder undertakes that the rates quoted by him in the financial bid for each item is not higher than the rate offered by him for similar work to any other PSU/ AB/ Govt. Department. In case, if the price charged by bidder is more, EdCIL will have the right to recover the excess charged amount from the subsequent/unpaid bill of the Firm, provided all condition of the work including time, scope, logistics, specifications and country are same.

ANNEXURE-I

Technical Compliance Declaration Sheet

We hereby confirm that we are complying with the technical specifications as specified in the tender document and the offer is submitted in accordance with the technical requirements. All relevant documents in support of our claims are enclosed at the following pages:

Signature of Bidder: _____

Name of Bidder: _____

Designation: _____

Organization Name: _____

Contact No.: _____

Email: _____

Mobile: _____

ANNEXURE-II
**<< Organization Letter Head >>
DECLARATION SHEET**

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

We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, we will support on regular basis with technology / product updates and extend support for the warranty.

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

(Signature of the Tenderer)
Name: _____

Seal of the Firm

ANNEXURE III

Letter of undertaking
(ON THE LETTER HEAD OF THE BIDDER)

To

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

Sir,

SUBJECT- SELECTION OF SERVICE PROVIDER FOR “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF NETWORKING COMPONENTS, DESKTOP COMPUTERS AND OTHER COMPONENTS FOR NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA”.

This bears reference to EdCIL Bid No. **NIT No- EdCIL/DES/NITK/NET/DESKTOP/2024/01** Dated 16.02.2024 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 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 OF NON BLACKLISTING

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 three years before release of tender/RFP.

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

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

LIST OF AUTHORISED BANKS FOR BG

Following banks are permissible for accepting Bank Guarantees:

I- SCHEDULED PUBLIC SECTOR BANKS

Sr. No	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank
10	State Bank of India
11	UCO Bank
12	Union Bank of India

II- SCHEDULED PRIVATE SECTOR BANKS

Sr. No	Name of the Bank
1	HDFC Bank Ltd
2	ICICI Bank Ltd
3	Axis Bank Ltd
4	Kotak Mahindra Bank Ltd
5	IndusInd Bank Ltd

ANNEXURE-VI

Land Border Sharing Declaration

(To be submitted in the bidder's letter head)

I have read the clause regarding restrictions on procurement from a bidder of a country which

Shares a land border with India;

- a. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.
- b. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

- a. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.
- b. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)”

ANNEXURE-VII

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 2024

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 favour 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 carries a conforming Apostle certificate.

ANNEXURE-VIII

LETTER OF BID SUBMISSION

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

SUBJECT- SELECTION OF SERVICE PROVIDER FOR “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF NETWORKING COMPONENTS, DESKTOP COMPUTERS AND OTHER COMPONENTS FOR NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA”.

-Submission of Bid -

Sir,

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

1. I/We hereby certify that all the statements made and information supplied in the enclosed form _____ and accompanying statements are true and correct.
2. I / we certify that we have not changed/alterd any word/sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL will not entertain any claim or entertain any reason for this intentional act. EdCIL may go for the legal action against the bidder for recovering any one or all damages caused to EdCIL or its client on this account.
3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
4. Earnest Money Deposit amounting to Rs..... in the form of DD/Pay Order No. --- dated ----- issued by ----- Bank is submitted.
5. Demand Draft of Rs./- towards Bid document cost.: If applicable
6. We confirm that each page of our submission including all supporting documents bears signature with date, name of the signatory, designation of the signatory and Firm seal.

Enclosures:

Date of Submission:

Signature of Bidder:

Name of the Bidder:

Designation:

Seal of the Organization:

Date:

Place:

Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No. _____

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

Whereas..... (here in after called "the Bidder") has submitted its Bid dated(Date) in response to the RFP No: for **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF NETWORKING COMPONENTS, DESKTOP COMPUTERS AND OTHER COMPONENTS FOR NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA**". KNOW ALL MEN BY THESE PRESENTS THAT WE HAVING OUR REGISTERED office at..... (hereinafter called the "Bank") are bound onto EdCIL India Limited, Noida (hereinafter called "EdCIL") in the sum of for which payment well and truly to be made to the said EdCIL itself, its successors and assignees by these presents.

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by EdCIL during the period of Bid validity:
 - i. fails or refuses to execute the Agreement form if required; or
 - ii. fails or refuses to furnish the performance security, in accordance with the Bid requirement

We undertake to pay EdCIL up to the above amount upon receipt of its first written demand, without EdCIL having to substantiate its demand, provided that in its demand EdCIL will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Dated: the Day of for

(indicate the name of bank)

Signature of Banks Authorized official

Witness (Name)_____

Designation with Code No. -----

1. Full Address-----

Annexure X

Name of the Bank: _____

To

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

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the Chief General Manager EdCIL acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called “The EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. _____

Dt : _____ Made between _____ (Designation & address of contract signing Authority) and _____ (here in after called “the said Agency” for the work _____ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ _____ (₹ _____ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ _____ (₹ _____ only) on demand by the EdCIL (India) Ltd.
2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the CGM(DES), EdCIL (India) Ltd, Noida or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____ (₹ _____ Only).
3. (A) We _____ (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

4. We _____ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____

(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
6. We _____ (indicate the name of Bank) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid up to (Date of Completion plus 90 Days). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated:	The	Day of	For
		(indicate the name of bank)	
		Signature of Banks Authorized official	
Witness		(Name) _____	
		Designation with Code No. -----	
1		Full Address-----	
2.			

ANNEXURE-XI

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2024, 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 EdCIL proposes to procure services towards “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF NETWORKING COMPONENTS, DESKTOP COMPUTERS AND OTHER COMPONENTS FOR NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA”.

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. EdCIL/DES/NITK/NET/DESKTOP/2024/01 Dated 16th February 2024.

WHEREAS the BIDDER is a private Firm /public Firm / 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 Education performing its functions.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No. EdCIL/DES/NITK/NET/DESKTOP/2024/01 dated 16th February 2024 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. Commitments of Bidders

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour 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 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 in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. PREVIOUS TRANSGRESSION

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other Firm 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 favour of EdCIL (India) Limited.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including O&M 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 by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 7.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

The validity of this Integrity Pact shall be governed by the terms of the Bid No. EdCIL/DES/NITK/NET/DESKTOP/2024/01 towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including O&M 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.

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

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

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

BIDDER
CHIEF EXECUTIVE OFFICER

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

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

Annexure XII

Manufacturer (OEM) Authorization Form

No. _____ dated _____

To

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

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 the required terms and 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 and we also declare that the product proposed in this contract will not be end of life till the contract period.

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

Contract Form

THIS AGREEMENT made the day of 2024 between EdCIL (Hereinafter called "the Purchaser") of the one part and (Name & address of Firm) (Hereinafter called "the Firm") 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 Firm for the supply of those goods and services in the sum of (Contract Prize in words and Figures) (Hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the
said (For the EdCIL)

in the presence of

Signed, Sealed and Delivered by the
said (For the Firm)

in the presence of

Annexure XIV

INSTALLATION CERTIFICATE

1. The following goods/equipment, supplied by the Firm at this institute have been successfully installed and commissioned by the Firm.

Sl. No.	Address	Institute Name	Description of Equipment	Serial No of Device	Make	Model	Quantity
1							

Note: In case of need, a fresh form on these lines shall be prepared & issued by EdCIL. Serial Number of devices has to be recorded in the certificate.

2. The Firm has fulfilled his contractual obligations related to supply & installation of the Solution

OR

3. The Firm has not fulfilled his contractual obligation with regard to following.

(Mention here deviation, if any, related to successful installation.)

- _____

Remarks:

Name: _____

Designation: _____

Date: _____

Rubber Seal: _____

Signature of Institute Representative

Name: _____

Designation: _____

Date: _____

Rubber Seal: _____

- _____

Equipment Specification Compliance

COMPLIANCE STATEMENT FORM

1. Desktop Computer

S.No.	Component	Specifications	Compliance Yes/No	Reference page number of Data Sheet/Remarks
1	Processor	Latest X86 processor 12 th Generation Intel Core i7-12700 or Higher		
2	Chipset	Intel B/Q series Chipset or better		
3	Motherboard	OEM Motherboard		
4	Memory	16GB (1X 16GB) DDR4 3200MHz or better expandable up to 64 GB with min 2 DIMM Slots		
5	Ports	Minimum 6 External USB		
6	Slots	3 PCI/PCIe slots or better		
7	Primary Hard Drive	512 GB M.2 PCIe NVMe SSD or higher		
8	Display	23.8 inches IPS TCO 9.0 Monitor of same OEM make		
9	Network Connectivity	10/100/1000 Gigabit Ethernet and 802.11ac Wi-Fi + Bluetooth 5		
10	Form Factor	Small Form Factor		
11	Keyboard	USB Keyboard		
12	Mouse	USB optical mouse		
13	Operating System	Preloaded Windows 11 Professional 64 Bit or better		
14	Security	Discrete TPM 2.0 (Hardware)		
15	Certification	Epeat India, ISO 50001, ISO27001, ISO 20001 certificate from OEM.		
16	Support	3 years OEM warranty		

GPU Workstation

S.No.	Component	Specifications	Compliance Yes/No	Reference page number of Data Sheet/Remarks
1	CPU Processor type	Intel 12th /13th Core™ series, TDP up to 125W		
2	Number of	1		

	processors			
3	On-board Devices	Chipset Intel® Z690 Chipset		
4		SATA 4 SATA3 (6 Gb/s) ports		
5		SATA RAID Intel onboard software RAID 0, 1, 5, 10 (only supports Windows OS)1		
6		Network controller		
7		Audio controller		
8		2.5 Gb/s (10/100/1000) BASE-T LAN Port (Killer™ E3100G)		
9		5.1 CH HD Audio (Realtek® ALC897)		
10	Memory slot	4 DIMM slots (Dual channel)		
11	Memory type	64 GB Expandable Up to 128GB, Non-ECC DDR5 4800 MHz UDIMM		
12	Expansion slots	PCIe / PCI • 1 PCI-E 5.0 x16 slot		
13		• 1 PCI-E 4.0 x16 slot (x4 Lanes)		
14		• 1 PCI-E 4.0 x1 slot		
15		M.2 • 2 M.2 2280 PCI-E 4.0 slot (For SSD)		
16		• 1 M.2 2230 PCI-E 3.0, E Key for Wi-Fi & Bluetooth		
17	I/O ports	Front I/O Port • 4 x USB3.2 Gen1 Type-A Ports		
18		• 2 x Audio Jacks (Line In/Out)		
19		• 1 x USB3.2 Gen2 Type-C Port		
20		Rear I/O Port • 3 x USB 3.2 GEN2 Type-A Ports		
21		• 1 x USB 3.2 GEN2x2 Type-C Port		
22		• 1 x RJ45 Port		
23		• 2 x USB 2.0 Ports		
24		• 3 x Audio jacks (In/Out/MIC)		
25	SSD Storage	(NVME SSD 1TB or higher)		
26	Power supply	1200W Multiple output 24 pins Gold PSU		
27	Dimensions (D x W x H)	Tower 483 (D) x 190 (W) x 416 (H) mm		
28	Graphics Card	12 GB RTX A-2000		
29	Operating System	Preloaded Windows 11 Professional 64 Bit or better		

10 KVA UPS				
S.No.	Component	Specifications	Compliance Yes/No	Reference page number of Data Sheet/Remarks
1		Rating	10KVA/10kw (3in-1out)/1In-1out	
2	System parameter	Technology	IGBT based Double conversion PWM based online UPS	
3		Parallel mode	4 (N+1)	
4		Installation mode	Rack/Tower	
5	Input	Rated voltage	400VAC 3-phase,4-wire or 230vac 1-Phase ,3 wire	
6		Voltage Range	176VAC -287VAC at full load, 100VAC to 287VAC at half load	
7		Rated Frequency	50Hz/60Hz	
8		Frequency Range	40Hz ~ 70Hz	
9		Power factor	0.95 for Three Phase	
10	OUTPUT	Rated power	10KVA/10kw	
11		Voltage	Single phase, 230VAC	
12		Frequency synchronization range	Rated frequency \pm 3Hz. Configurable range: \pm 0.5Hz ~ \pm 5Hz	
13		Rated Power Factor	Unity	
14		Crest Factor	3:1'	
15		Voltage harmonic distortion	< 2% (linear load)	
16		Voltage Regulation	1%	
17		Dynamic response recovery time	60ms	
18		Inverter Overload Capability on utility mode	At 25°C: 105% ~ 125%- 5min; 125% ~ 150%-1min; 150%- more than 200ms	
19		Programmable Outlet	Available	
20		Inverter Overload Capability on battery mode	At 25°C :105% ~125%-60~ 30 s; >125%- more than 200ms	

21	Bypass	Separate bypass	Yes		
22		Static bypass	Inbuilt		
23	Efficiency	ECO Mode	99%		
24		Online mode (AC-AC)	95.80%		
25		Inverter Efficiency (DC-AC)	94%		
26	BATTERY	Type	Sealed, lead-acid, Tubular, LI-ION		
27		Number of batteries	12,16-20		
28		Battery charging capacity	8A		
29	Transfer Time	Mains - Battery	0ms		
30		Inverter-Bypass	Synchronous transfer: ≤0ms		
31			Asynchronous transfer (default): ≤20ms		
32	Noise		<65db		
33	Panel display mode	Display type	Graphical LCD display		
34		No of events stored	Max 256		
35		Orientation	Gravity sense		
36	Environmental parameter	Operating temperature	0°C ~ 50°C		
37		Storage temperature	-40°C ~ +70°C (battery excluded); -25°C ~ +55°C (battery included)		
38		Relative humidity	5%RH ~ 95%RH, non-condensing		
39		Altitude	≤3000m; derating when higher than 3000m		
40	Mechanical parameter	W*D*H (mm)	430 X 560 X 85		
41		Weight (Kg)	15		
42		Ventilation	Forced air cooled		
43		Ingress protection level	IP20		
44		Colour	Powder coated Black Texture finish		
45		Cable entry	Rear		
46	Network Management	Smart RS232/USB	Supports Windows 2000/2003/XP/Vista/2008, Windows 7, Linux, Unix and MAC		
47		SNMP	Inbuilt for web monitoring		
48		MODBUS	Inbuilt for BMS connectivity		
49		Remote alarm	Inbuilt		
50		Dry contacts	Inbuilt		

51		Optional SNMP	Power management from SNMP manager and web browser			
52		Management software	Site monitor			
53		Modbus	Inbuilt via multifunction port			
54	Certifications	Safety (CE)	IEC/EN62040-1-1			
55		Electromagnetic Compatibility (EMC)	IEC/EN62040-2, IEC/EN61000-3-11, IEC/EN61000-3-12			
56		Surge Protection	IEC/EN62040-2, IEC/EN61000-4-5	meeting		
57		ROHS	Yes			
58		Top 5 company in terms of revenue	Yes			
59		Quality standard	IS 9001-2015			
60		Environment standard	ISO 14001			
61		OSHAS	ISO 45001			
62		IT security management	ISO 27001			
63	Test report	NABL Approved Government lab test report	YES			
64	Batteries	For 15 mints backup	26Ah x 16			

Access Switch 24 Port PoE			
S.No	Description	Compliance (Yes/No)	Reference page number of Data Sheet/Remarks
	Please mention Make, Model No. and Part Code		
1	The Access Switch should be enterprise grade providing - Wire-Speed Non-Blocking Switching performance		
2	Switch should have minimum 24 x 1G Base-T RJ-45 PoE+ ports (with min. power budget of 195W) and 4 x 1G fiber SFP ports or higher, the uplink ports should be scalable to 10G with appropriate transceivers in future.		
3	Switch to provide stacking of minimum 4 switches from day1 and stacking bandwidth of min. 40Gbps. All necessary stacking cables to be provided along with the switches.		
4	The proposed access switches (48 port and 12port; 24 port PoE) in one closet/rack should be able to stack as one logical switch for ease of configuration and management.		
5	Switch should have wireline transfer with minimum 128 Gbps switching fabric performance and 95 Mpps forwarding rate or better.		

6	Switch should support at least 32K entries in the MAC table and 4000 VLANs, and support atleast 1500 IP multicast entries/routes or more.		
7	Should have minimum 4 Hardware QOS Queues per port or higher.		
8	Should support Jumbo Frames (up to 9K bytes)		
9	Should support 802.1x /RADIUS/ TACACS/TACACS+ for Authentication, Authorization and Accounting (AAA).		
10	Should support IGMP v1/v2/v3, IGMP Snooping, MLD v1/v2, SNMPv2c/v3 day 1		
11	Should Support DHCP local server, DHCP relay and DHCP snooping, SNMP, NTP, ACLs, and Policy based routing.		
12	Should support 802.1D spanning tree control/RSTP and MSTP Support. Also support Link Layer Discovery Protocol (LLDP) 802.1ab and LLDP-MED		
13	Should support IPv4 and IPv6 static routing		
14	Should support Flexible Authentication with 802.1x Authentication and MAC Authentication and MAC based port security.		
15	Should support bidirectional Access control list on ingress and egress ports.		
16	Should support NetFlow or sFlow or equivalent		
17	Should support manageability using proposed Network Management Software with Web based Graphical User Interface (GUI).		
18	Mounting Option: Should provide 19-inch Rack Mount Kit		
19	Switch should be provided with required on-prem network management solution from same OEM along with all requisite software, hardware, licenses day-1		
20	Switching System should be quoted with TAC support 24x7 and 8x5x NBD support for 5 years and must submit the support contract copy from OEM with customer.		
21	Bidder has to submit Part Coded Bill of Materials of the offered Product		
22	Manufacturers Authorization Letter Specific to this tender must be submitted. Tender submitted without MAF will be rejected.		
23	The bidder needs to ensure - The OEM SWITCH MANUFACTURED IN A COUNTRY SHARING A LAND BORDER WITH INDIA CANNOT PARTICIPATE IN THIS BID.		

CAT 6A UTP Cable					
S.no	Minimum Technical Specifications			Compliance (Yes/No)	Reference page number of Data Sheet/Remarks
1	OPERATING TEMPERATURE		-15 ^o C to 70 ^o C		
2	CONDUCTOR	DESCRIP	4 Pair X 23 AWG Cat6e UTP		

		TION		NetWorking Indoor Cable		
3			COND. MATERIAL	ANNEALED BARE COPPER		
4			NO OF STRANDS	1 Nos		
5			CONDUCTOR (MM)	0.555 ± 0.015 mm		
6			INSUALTION	MATERIAL	HDPE (High Density Polyethylene)	
7				THICKNESS (MM)	0.23 mm (Nominal)	
8	DIAMETER (MM)	1.03 ± 0.10 mm				
9	PAIR TWISTING		# PAIR SEQUENCE	Pair - 1	Blue + White-Blue	
10				Pair - 2	Orange + White-Orange	
11				Pair - 3	Green + White-Green	
12				Pair - 4	Brown + White-Brown	
13	LAYING STAGE		4 PAIR LAID UP	All of the 4pair twisted together With Seperator i.e. (⊕) Cross Filler		
14			RIP CORD	Available		
15	OUTER SHEATH		MATERIAL	LSZH		
16			THICKNESS (MM)	0.55 mm (Nominal)		
17			DIAMETER (MM)	6.10 ± 0.30 mm		
18			COLOUR	GREY		
19	ELECTRICAL PARAMETER					
20	CONDUCTOR RESISTANCE AT 20°C		93.80 Ω/Km (Maximum)			
21	RESISTANCE DC UNBALANCE		5% (Maximum)			
22	INSULATION RESISTANCE		>367.0 MΩ/KM AT 500 VDC			
23	DIELECTRIC STRENGTH		0.700 KV AC for 1 Minute (Withstood)			
24	SPARK TEST		1.0 KV AC for 0.15 Seconds (Withstood)			
25	CAPACITANCE TO 1KHz (Approx)		5.6nF/100m			
26	MECHANICAL PERFORMANCE		INSULATION	PVC JACKET		
27	INSULATION & SHEATH	UNAGED	TENSILE STRENGTH	13.79 N/mm ² (Minimum)	12.50 N/mm ² (Minimum)	
28			ELONGATION	300% (Minimum)	150% (Minimum)	
29	HOT DEFORMATION TEST (PVC Jacketing)		50% Maximum (80 ± 2°C for 4h)			
30	HEAT SHOCK TEST (PVC Jacketing)		150 ± 2°C X 1 hrs (No Cracks)			
31	COLD BEND TEST (PVC Jacketing)		-15 ± 2°C for 2-3 hrs (No Cracks)			

32	BENDING RADIUS TEST		4 Times of Overall Dia (No Cracks)						
33	HIGH FREQUENCY ELECTRICAL PARAMETERS								
34	FREEQ (MHz)	Insertion Loss(dB/10 0m) Max.	NEXT (dB) Min.	PS.N EXT (dB) Min.	ACR F (dB at 100 m) Min.	PS.AC RF (dB at 100m) Min.	Return Loss (dB/10 0m)		
35	1.0	2.3	65.0	62.0	63.30	60.30	19.00		
36	4.0	4.2	63.0	60.5	51.20	48.20	19.00		
37	8.0	5.8	58.2	55.6	45.20	42.20	19.00		
38	10.0	6.5	56.6	54.0	43.30	40.30	19.00		
39	16.0	8.2	53.2	50.6	39.20	36.20	18.00		
40	20.0	9.2	51.6	49.0	37.20	34.20	17.50		
41	25.0	10.2	50.0	47.3	35.30	32.30	17.00		
42	31.3	11.5	48.4	45.7	33.40	30.40	16.50		
43	62.5	16.4	43.4	40.6	27.30	24.30	14.00		
44	100.0	20.9	39.9	37.1	23.30	20.30	12.00		
45	200.0	30.1	34.8	31.9	17.20	14.20	9.00		
46	250.0	33.9	33.1	30.2	15.30	12.30	8.00		
47	300.0	37.4	31.7	28.8	13.70	10.70	7.20		
48	400.0	43.7	28.7	25.8	11.20	8.20	6.00		
49	500.0	49.3	26.1	23.2	9.30	6.30	6.00		
50	* Transmission Characteristics as per Channel Limit.								

Cat 6 U/UTP Patch Cord – 1 & 2 Meters			
S.no	Minimum Technical Specifications	Compliance (Yes/No)	Reference page number of Data Sheet/Remarks
1	Conductor Metal: Solid Bare Electrolytic Copper		
2	Heavy-duty strain relief		
3	Jacket Material: LSZH		
4	Complies with TIA/EIA 568 C.2		
5	Standard 8P8C design, compatible with all network RJ45 connections		
6	Frequency: ≥ 250 MHz		
7	Gold-plated contacts for corrosion-free connections		
8	Temperature range: -15 ~ 70o C		
9	Durability: 750 matching cycles		
10	Support up to 1 Gbps data transfer rate, ideal for 1000BASE-T networks		

Cat 6 UTP Information Outlet			
S.no	Minimum Technical Specifications	Compliance (Yes/No)	Reference page number of Data Sheet/Remarks
1	Terminating 4 Pairs, 22-26AWG Cable		
2	RoHS Compliant		
3	Punch-down type		
4	Compatible with 110 and Krone punch-down tools		
5	Complies with TIA/EIA 568 C.2		
6	Support up to 1 Gbps data transfer rate, ideal for 1000BASE-T networks		

Cat 6 Jack Panel – Loaded (24 Port)			
S.no	Minimum Technical Specifications	Compliance (Yes/No)	Reference page number of Data Sheet/Remarks
1	6A U/UTP Patch Panel, 24 port		
2	RoHS Compliant		
3	Compatible with both 110 and Krone punch-down tools		
4	Complies with TIA/EIA 568 C.2		
5	1U with removable rear cable bundle managers, intelligent upgradable, ,		
6	UL and cUL Listed		
7	Shall have cable strain relief mechanism for termination protection.		
8	Occupies 1U rack height		
9	Meets 19" rackmount standards		

Face Plate 3 x 3 inch (86 x 86 mm)			
S.no	Minimum Technical Specifications	Compliance (Yes/No)	Reference page number of Data Sheet/Remarks
1	Available in Single port, Dual ports and Quad ports		
2	UK Style		
3	Faceplate: with white color ABS		
4	Compatibility: RJ45 UTP/STP Jacks		

Sliding LIU, 6 Fiber/ 24 Fiber/ 48 Fiber, Rackmount Loaded with LC Coupler, Pigtail & Splice tray			
S.no	Minimum Technical Specifications	Compliance (Yes/No)	Reference page number of Data Sheet/Remarks
1	MS/ Aluminium housing with 7 tank powder coating.		
2	Suitable for 19" Rack Mount applications.		
3	Replaceable panel for LC type couplers.		
4	Should be capable to manage adapter panel for maximum 48 LC in 1U.		
5	Patch or fusion splice filed termination standard.		
6	High impact resistance splicing tray and cable spool for fiber and pigtail routing.		
7	Accessory kit includes mounting ear, cable gland, cable ties and screws.		
8	Pigtail Jacket: LSZH		
9	Insertion Loss: $\leq 0.3\text{dB}$ (Single Mode)		
10	Return Loss: PC $\geq 40\text{dB}$ (Single Mode)		
11	Minimum Bend Radius (install): 30mm		
12	Flug/ Unplug Durability: 1000 time		

LC-LC Single-mode LSZH Duplex Patch Cords, 3 meters			
S.no	Minimum Technical Specifications	Compliance (Yes/No)	Reference page number of Data Sheet/Remarks
1	Standards Compliance: G.652.D, G.657.A1 and OS2		
2	Conductor Metal: Solid Bare Electrolytic Copper		
3	Heavy-duty strain relief		
4	Complies with TIA/EIA 568 C.2		
5	Standard 8P8C design, compatible with all network RJ45 connections		
6	Frequency: $\geq 250\text{MHz}$		
7	Gold-plated contacts for corrosion-free connections		
8	Temperature range: $-15 \sim 70^{\circ}\text{C}$		
9	Durability: 750 matching cycles		
10	Support up to 1 Gbps data transfer rate, ideal for 1000BASE-T networks		
11	Shall be Single mode (OS2), LC to LC, Fiber patch cords.		
12	Jacket: LSZH		
13	Insertion Loss: $\leq 0.3\text{dB}$ (Single Mode)		
14	Return Loss: PC $\geq 40\text{dB}$ (Single Mode)		

15U Rack			
S.no	Minimum Technical Specifications	Compliance (Yes/No)	Reference page number of Data Sheet/Remarks
1	Supply of 15U wall mount rack with fans		
2	2 cable managers, stationery shelf, 2 Nos. of hardware pkts		
3	550mm Width, 500mm Depth		
4	Front Door: Toughened Glass (4mm) with Key Lock		
5	Construction: Dismantle/ Welded Construction with good quality CRCA/GI sheet		
6	Standard 19" installation and customized sizes as required.		
7	Front with metal door and secure lock and cam lock provision.		
8	Cable entry/exit provision at bottom with glands		
9	Cooling fan fitting option with air filters with 90 CFM Fan - 2 nos.		
10	Finished with 7 tank process pre-treated powder coating.		
11	Horizontal Power Distribution Unit 6 Socket Indian Round Pin 5/15 amp with MCB- 1 no.		
12	Earthing Kit and Equipment Mounting Hardware Packet		

For purpose of compliance verification, a document and page number cross-reference should be given (where applicable) in the reference column of the compliance summary statement.

- a) The Firm may include other relevant documentation by indicating a page number of document. It is mandatory to include detailed technical documentation, covering specification and quality performance of goods to be offered.
- b) Any clause marked with “comply” in the bidders’ compliance summary statement is binding on the successful bidder to supply goods that meet the requirements of that clause. This shall apply for the lifetime of any awarded contract.

Annexure XVI

Pre-Bid Query Format

Pre-bid queries should be submitted in .XLS format.

RFP Description				
RFP No.				
Organization				
Address				
Contact Person				
Contact No.				
Mail Id				
S.No.	Section No.	Page No.	Clause as per RFP	Clarification Sought

Annexure XVII

**PERFORMA FOR DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND
BANKRUPTCY CODE, 2016**

Tender No. :

Name of Work :

Bidder 's Name :

I/ We, M/s. _____ declare that:-

- a) I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.
- b) I /We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per Details mentioned below. (Attached detail with technical bid)

Note: Strike out one of above which is not applicable.

It is understood that if this declaration is found to be false, EdCIL (India) Ltd. shall have the right to reject my / our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including holiday listing) available to EdCIL (India) Ltd.

Place:

Date:

Signature of Bidder

Name of Signatory

Instructions to Bidders for Financial Submission

1. Financial Bid shall be submitted with full price details.

Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part I – Technical bid.

Financial Bid Standard Form-1 shall be used for the preparation of the price quote according to the instructions provided.

2. The bid shall be evaluated on total Price as shown in financial bid.
3. The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract.
4. The changes displayed in the corrigendum/addendum to the bid documents, particularly with the financial bid should be attached with the **Financial Bid Submission Form**, in the same packet, duly signed and stamped by the authorized signatory of the Bidder firm.
5. The financial bid form-1 along with financial bid submission form should be filled in all respect and uploaded in **.PDF** format (only) duly signed and sealed by the authorized representative. In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.

FINANCIAL BID SUBMISSION FORM

To:
Chief General Manager (DES)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.)

Dated: ___/___/2024

Dear Sir,

We, the undersigned, offer to provide **“Selection of Service provider for-----”**
in accordance with your request for proposal dated ___/___/2024.

Our attached Financial Bid for solution is for the amount of _____ *[Indicate the corresponding to the amount(s), currency (ies) {Insert amount(s) in words and figures}]*.

Please note that all amounts shall be the same as in Form-1. Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

FORM-1 FINANCIAL BID

		Form-I								
		FORMAT FOR SUBMISSION OF FINANCIAL BID								
From				To						
				EdCIL India Ltd.						
				Noida Sec 16A,UP						
		Price Bid with reference to Tender Document No: EdCIL/DES/NITK/NET/DESKTOP/2024/01 dated 16/02/2024								
S.No	Description of Material	Make & Product No	Unit	Qty	Unit Price including 3yr comprehensive OEM warranty , Rs.	Basic Price, Rs.	Any other prevailing tax/Duty, Rs.	GST %	GST, Rs.	Total Price, Rs.
1	2	3	4	5	6	7(5*6)	8	9(a)	9(b)	10(7+8+9b)
1	Desktop Computer with specifications as mentioned in Annexure XV		No.	60						
2	GPU work station		No.	02						
3	24 Port Access Switch PoE		No.	03						
4	SITC of Multi Mode 12 port loaded LIU with LC adaptor plates , pigtel cables etc complete as required		No.	01						
5	LC-LC Single mode Fiber Patch Cord-3 meter		No.	02						
6	Cat6 UTP Cable Box (305 Meter)		Box.	07						

7	6A U/UTP Information Outlets		No.	140						
8	Cat6 24 Port Patch Panel-Loaded		No.	03						
9	15U Rack		No.	01						
10	Cable raceway / pipe		Mtr.	180						

TOTAL PROJECT COST (Incl. Taxes) (In words): _____

Note:

- Any discount or change in the price should be included in the price quoted above.
- The rates quoted should be FOR NIT Kurukshetra.
- The bidder shall quote the price including all duties as applicable. GST shall be paid extra as per applicable rates. All other incidentals including travel, stay etc would be included in the price quoted above. EdCIL shall only make payment towards the GST charged in the invoice. other than that no other taxes/duties/charges will be paid.
- The costs quoted above shall be inclusive of cost pertaining to travel/stay and any other allowance/incidentals payable to the staff deployed by the bidder for the assignment.
- If there is any discrepancy in price quoted in figures and words, the price quoted in words shall be considered for evaluation.
- The bidder shall quote the price including all duties as applicable. EdCIL shall only make payment towards the GST charged in the Invoice. Other than that, no other taxes/duties/charges will be paid.
- No other charges shall be paid extra.
- The costs quoted above shall be inclusive of all the incidental costs pertaining to travel/stay and any other allowance/incidentals payable to the staff deployed by the bidder for the assignment.
- Any discount or change in the price should be included in the price quoted above.
- If there is any discrepancy in the price quoted in figures and words, the price quoted in words shall be considered.