

# BID DOCUMENT

## INVITATION FOR SHORT TERM TENDER

FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO  
SYSTEM FOR CONFERENCE ROOM

AT

KENDRIYA HINDI SANSTHAN (KHS), AGRA

**Bid No. :** EdCIL/PROC/KHS/AUDIO SYSTEM/2017/03

## TECHNICAL CUM FINANCIAL BID



**EdCIL (India) Limited**

*(A Govt. of India Mini Ratna Enterprises)*

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

NOIDA – 201301 (UP), INDIA

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

Dated: 06.11.2017

This document serially numbered from page number 01 to 51

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## CHAPTER-I

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

**Notice Inviting Tender**  
**(e-Tendering mode)**

N.I.T. No.: EdCIL/PROC/KHS/AUDIO SYSTEM/2017/03

Date: 06.11.2017

EdCIL (India) Limited on behalf of Kendriya Hindi Sansthan (KHS), Agra intends to float open tender (Single packet system) for the supply of following items, as per the details given as under:

<b>Name of work</b>	Supply, Installation, Testing and Commissioning of <b>Audio System for Conference Room of Auditorium Building</b> at Kendriya Hindi Sansthan, Agra
<b>The Currency in which payment shall be made</b>	Indian Rupees (INR)
<b>Date of Issue/Publishing</b>	06/11/2017
<b>Document Download/Sale Start Date</b>	06/11/2017
<b>Document Download/Sale End Date and Time</b>	14/11/2017 at 14:30 Hrs
<b>Last Date and Time for receipts of Bids</b>	14/11/2017 up to 15:00 Hrs.
<b>Date and Time of Opening of Technical Cum Financial Bids</b>	14/11/2017 at 15:30 Hrs.

<b>Bid document Fee</b>	<b>Rs. 500/-</b> (Five Hundred only) in form of Demand Draft. Scanned copies of DDs shall be uploaded and original sent along with documents as per the Instructions to bidders.
<b>Earnest Money Deposit</b>	<b>Rs. 28,000/-</b> (In form of Demand Draft) Scanned copy to be uploaded with tender documents and original DD shall be submitted as per the instruction to bidders.
<b>No. of Covers (1/2/3/4)</b>	01 (Single Packet)
<b>Bid Validity days (180/120/90/60/30)</b>	60 days (From last date of opening of tender)
<b>Period of Supply &amp; Installation</b>	07 days (From date of issuance of Purchase Order)
<b>On-site Warranty</b>	<b>One year</b> Comprehensive warranty from the date of successful Commissioning & Handing over of Equipments.
<b>Performance Bank Guarantee</b>	5% of the total work value of the successful bidder. PBG is required to be submitted within 03 days from the date of issue of LOA.
<b>Purchaser and Place of delivery</b>	Kendriya Hindi Sansthan, Agra
<b>Email Address</b>	<a href="mailto:cgm.infracivil@edcil.co.in">cgm.infracivil@edcil.co.in</a>

2. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not get registered in e-procurement should get register/enroll before participating. Interested bidders are advised to go through instructions provided at "Instructions to Bidders for e-tendering."
3. No manual bids shall be accepted. (Technical Cum Financial Bid should be submitted in the E- procurement portal).
4. Bidders are advised to visit the EdCIL Web site for getting themselves updated for information on this tender. Corrigendum and addendum may be issued on the changes required. Bidders are advised to visit web page and update themselves. The Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload the same, duly signed as per the guidelines given in the tender document.

(P.K.S. Shishodia)  
Chief General Manager  
(EIS & EPS)  
EdCIL (India) Limited,  
18 A, Sector-16A, Noida-201 301  
Tel: 91-120-2512001 to 2512006

## CHAPTER-II

### Offline and Online Bid Submission Documents

#### 1. Offline Submissions:

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

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

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

#### II. Pass Phrase for Technical Cum Financial Bid.

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

#### 2. Online Submissions:

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

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Cum Financial Bid	All Annexures as <b>A,B,C,D,E,F,G,H,I,J,K</b>	.PDF
2.		Price bid should be submitted in PDF format as per <b>Annexure: L</b>	.PDF

### CHAPTER-III

#### **TERM OF REFERENCE & DEFINITIONS**

Supplier	"Supplier" shall mean the person, firm or corporation whom the Purchase Order is issued for Supply, Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building at Kendriya Hindi Sansthan, Agra
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 Single Packets, Technical Cum Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of EdCIL.
KHS	Kendriya Hindi Sansthan, Agra
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Undertaking)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
RFP	" <b>RFP</b> " means the Request For Proposals
Goods and Materials	"Goods and Materials" shall mean the articles, materials, Audio System, IT Equipments, supplier's drawings, Data/Software and other property and all services-including design, delivery, installation, inspection and maintenance support specified or required to complete the order and incidental thereto.

Order	“Order” shall mean the Purchase Order and its attachments and exhibits.
Purchaser	“Purchaser” shall mean Kendriya Hindi Sansthan, Agra
Consignee	“Consignee” shall mean Kendriya Hindi Sansthan, Agra
PROCUREMENT CONSULTANT	“PROCUREMENT CONSULTANT” shall mean EdCIL (India) Ltd. (EdCIL).



## CHAPTER-IV INSTRUCTIONS FOR E-TENDERING

### 1. Instructions for Online Bid Submission:

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

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

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

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

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

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

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

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

**3. Digital Signature Certificates**

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

**4. Registration**

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

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

**Important Note:**

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

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to

complete activities related to your organization, such as creation of users, assigning roles to them, etc.

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

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

## **6. PREPARATION OF BIDS**

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

## **7. SUBMISSION OF BIDS**

- I. Bidder should log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

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

OR

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

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

will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

## 8. **ASSISTANCE TO BIDDERS**

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

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

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

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

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

1. **Original Bid Fee and EMD Security in the form of Demand Draft.**
2. **Pass Phrase for Technical Cum Financial Bid.**

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

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

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized

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

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

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

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

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

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

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

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- II. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --

Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

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

**NOTE:**

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

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

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above

- Digital Signature Certificate(s)

**Note:**

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



**CHAPTER-V****INSTRUCTIONS TO BIDDERS**

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

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

- I. The bidder should enclose bid fee of Rs. 500/- (Rupees Five Hundred only) in the form of Demand Draft.
- II. The bidder should enclose EMD of Rs. 28,000 /- (Rupees Twenty Eight Thousand only) in the form of Demand Draft drawn in favour of EdCIL (India) Limited and payable at NOIDA.

**Note:**

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

4. **Refund of EMD:**
  - ii. The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized.
  - iii. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
  - iv. In Case of Successful Bidder, the EMD shall be refunded after submission of 05% Performance Bank Guarantee from a scheduled bank operating in India.

5. **Acceptance/ Rejection of bids:** EdCIL reserves the right to reject any or all offers without assigning any reason.

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.

EdCIL reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder.

6. **Pre-qualification criteria:**

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

S. no.	PQ criteria	Supporting Documents required
1.	<p><b>Firm must have executed at least:</b></p> <p>One single order of Equipments/ Instruments/items of <b>Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building</b> having value of Rs.11.00 Lakhs.</p> <p>(OR)</p> <p>Two orders of Equipments/ Instruments/items of <b>Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building</b> having value of Rs.8.00 Lakhs</p> <p>(OR)</p> <p>Three orders of Equipments/ Instruments/items of <b>Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building</b> having value of Rs. 5.50 Lakhs</p> <p>{The above said orders should have been undertaken in the last 5 years}</p>	Copies of work orders and completion certificates
2.	Bidder must be in the field of supply of Audio System related business for last 5 years.	Copies of work orders and completion certificates

Notwithstanding anything stated above, the Consignee reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL/ KHS, Agra.

7. Price Bid Standard as Per **Annexure-L** shall be used for the preparation of the price quote according to the instructions provided.
8. The Bidder should quote for all the items / equipments listed in this document. In case, the Bidder/s does not quote for all the items/Equipments, the Bid shall be treated as incomplete and shall be rejected summarily.
9. The Items/equipments to be supplied / delivered / installed / commissioned at KHS, Agra. The rate shall be inclusive of all taxes, transportation, packing, loading and unloading, Insurance etc. and nothing shall be paid extra.
10. The bid shall be evaluated on total value of all items/Equipments as shown in **Annexure-L** and supply order shall be placed to a bidder as a composite bid.
11. The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract and shall not be subject to adjustment on any account. Price should be firm for any positive or negative variation in quantities up to 100%.
12. The changes displayed in the corrigendum/addendum to the bid documents, should be attached with the bid submission, in the same packet, duly signed and stamped by the authorized signatory of the Bidder firm.
13. The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates as quoted.
14. Canvassing in connection with the tenders is prohibited and the tenders submitted by the bidder who resort to canvassing are liable for rejection.
15. The tenderer shall not be permitted to tender for works in the concerned unit in which a relative is posted He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.
16. Tender submitted shall remain valid for **60 days** from the date of opening for the purpose of acceptance and award of work. Validity beyond **60 days** from the date of opening shall be by mutual consent.

17. The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and the amount shall be both in figures and words.
18. On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the CPWD procedure shall be followed.
19. The tenderer should see drawings and in case of doubt obtain required particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.
20. Before tendering, the tenderer shall inspect the sites to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locally including stacking of materials, installation of tools and plants (T&P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
21. If the bidder fails to commence the work as per letter of award then the Earnest Money will be forfeited.
22. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the tender.
23. **Defect Liability Period** - One Year from the date of completion of the specific job as certified by the employer.
24. **Compensation** - Bidder shall pay as compensation an amount equal to one per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement, for every week that the work remains un-commenced or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed ten per cent of the estimated cost of the work.
25. **Performance Security:**  
Within 03 days of receipt of the Purchase order, the Supplier shall furnish one performance security of 5% of contract value valid for 3

months from the schedule date of completion of the assignment, failing which EMD of the same will be forfeited & the contract will be cancelled.

The above performance security should be in the form of Bank Guarantee in favour of EdCIL(India) Ltd issued by only a Nationalized Bank located in India, as per format given in **Annexure- C**.

If the supplier fails to fulfill his/their obligations as per the conditions of the Purchase Order, EdCIL shall be well within its right to encash the performance Bank Guarantee. The proceeds so received shall be used to indemnify the losses suffered by EdCIL / KHS, Agra. Supplier shall also enter into the Contract with EdCIL on behalf of KHS, Agra as per the format given at **Annexure-D**.

The supplier also needs to submit two copies of Purchase Orders duly signed and sealed by the authorized representative of the supplier along with the aforesaid bank guarantee.

## **26. Sample Approvals**

A pre-shipment inspection will be undertaken by the Purchaser/ Procurement Consultant at the place of manufacturing of the items / suppliers works. The time taken for pre-shipment inspection is inclusive of the scheduled completion time of the delivery & installation of the equipments. Only the equipment certified by the Purchaser/ Procurement Consultant shall be dispatched to the consignee.

## **27. Warranty**

The bidder shall provide 12 months Warranty (on the site and comprehensive) on all items from the date of installation and shall be responsible for any defects that develop in the Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building for Auditorium as per format. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost.

The Supplier is responsible for all packing, unpacking, assembles, installation of units. The Supplier will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation sites and shall ensure maintenance of the supplied products during the warranty period.

## **28. Price**

- (a) Terms of price shall be in Indian rupees inclusive of duties, packing, forwarding, transportation, & installation at designated site (KHS, Agra), providing 12 months Warranty (on the site and

comprehensive) for all items as per format alongwith applicable taxes and levies.

- (b) The prices must be quoted in the format given failing which the Bid would be rejected. Any discount or any other offers affecting the package price must be clearly mentioned in the Bid.

29. The bidder shall furnish weekly report on the progress of the Project regarding delivery & **Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building.**
30. It is the sole responsibility of the bidder to submit all documents asked under various clauses of the bid document and mark them with flags indicating the document and the relevant clause associated to it. If the documents asked for are not submitted along with the bid it would be presumed that those documents are not available with the bidder and appropriate decision including rejection of bid would be taken by EdCIL accordingly.
31. The supplier shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During the execution of the Contract, the supplier shall abide by all existing enactments on environmental protection, regulations, notifications, and bye-laws of the State or Central Government and rules made there under time to time.

## 32. Duration

The items covered under this invitation are required to be delivered & installed at Consignee's place within **07 days** from the date of start of work. The date of start of work shall be considered from **2<sup>nd</sup> day** from the date of issue of Purchase Order. No credit will be given to earlier deliveries. **Bids in which bidder has stipulated to complete the assignment beyond 07 days will be summarily rejected.**

## 33. Payment Terms

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

- **On Delivery: 80%** payment shall be made against delivery of all the equipment in good conditions at consignee/purchaser place and to the entire satisfaction of the consignee. The amount shall

be paid by EdCIL within 30 days on receipt of goods and upon submission of documents specified as under:

- i) 3 copies of the supplier's invoice showing contract no, model No, Origin, goods description, quantity, unit price, total amount.
  - ii) Acknowledgement of receipt of goods in originals from consignee in the format given in Format.
  - iii) Manufacturers / supplier's warranty certificates.
- **On final Acceptance:** The remaining **20%** of the contract price shall be paid to the supplier within 45 days after submission of original acceptance report issued by the Consignee (Head of Institution / Head of Department / Authorized Representative) as per format mentioned in Annexure-F for the respective installation along with the invoice.

#### **34. Technical Compliance**

Bidder must submit a technical compliance statement as per **Annexure-G**.

#### **35. Delay and Non Conformance**

- **Delivery and Installation**

If the supplier fails to Install any or all of the goods with in the period specified in the Purchase Order, EdCIL shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods weekly or part thereof of delay until actual delivery, up to a maximum deduction of the 10% of the contract price. Once the maximum is reached, EdCIL has the right to terminate the contract without any liability to cancellation charges and encash the submitted performance guarantees.

- **Services during warranty period**

- a. The maximum response time for maintenance complaint during warranty period (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hours (excluding Sunday & National Holiday).
- b. The period for correction of defects in warranty/ AMC period is 72 hours.



- c. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement.

In case the rectification of defects is not carried out within 72 hours and replacement of defective items are not provided, a penalty of sum equivalent to 2.5% per week of the delivered price of that defective item(s) shall be levied. This penalty is applicable upto a maximum of 4 weeks (maximum 10%). Subsequently, the rectification shall be carried out by the consignee at the risk and cost of the supplier. The cost of repairs along with the penalty of 10% shall be recovered by encashing the performance bank guarantee submitted by the supplier and the balance amount if any, will be returned to the Supplier after completion of warranty obligations.

### 36. Packing and Marking

- (a) All packing should be strong enough to withstand rough handling during loading unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc.
- (b) All delicate surfaces of equipment/goods should be carefully protected and painted with protective paint/ compound and wrapped to prevent rusting and damage.
- (c) Attachments and spare parts of **Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building** and all small pieces shall be packed with adequate protections and wherever possible should be sent along with the major **Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building**. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated
- (d) All protection and threaded fittings shall be suitably protected and covers shall block the openings.

### 37. Substitution And Wrong Supplies

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the supplier at their own cost and risk.

### 38. Insurance, Freight And Deliveries

- i) The Supplier shall make all arrangements towards safe and complete delivery at KHS Agra, Uttar Pradesh. Such responsibility on part of the supplier will include taking care of insurance, freight, octroi, state level permits etc. as applicable.



- ii) It is the total responsibility of Supplier to make all arrangements towards safe and complete delivery of items / equipments at Kendriya Hindi Sansthan (KHS) located at Agra (Uttar Pradesh).

The supplier shall also take care of transit insurance, comprehensive insurance or any other insurance which have direct bearing on the delivery of the items / equipments at KHS, Agra (Uttar Pradesh).

It is the total responsibility of supplier to complete all formalities to transit of goods from the place of dispatch to Kendriya Hindi Sansthan, located at Agra (Uttar Pradesh).

- iii) The bidder shall ensure that no person can engage in the business of a common carrier unless he has granted a certificate of registration to do so for supply of items at KHS, Agra (Uttar Pradesh). The transportation of goods through unregistered common carrier is illegal. The bidder shall comply the carriage by Road Act 2007.
- iv) The supplier will keep EdCIL informed about various stages of deliveries & installation.

### **39. Arbitration and Settlement of Disputes:**

EdCIL / KHS, Agra and the SUPPLIER shall make every effort to resolve amicably by direct informal negotiation any difference or dispute arising between them under or in connection with the EdCIL order.

If after thirty (30) days from the commencement of such informal negotiations, EdCIL / KHS, Agra and the SUPPLIER have been unable to resolve amicably the dispute; either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:

- (a) Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The arbitrator shall be the Chairperson and Managing Director, EdCIL or any other person appointed/nominated by him.
- (b) The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless

the Service Provider is specifically directed by EdCIL to desist from working in this behalf.

- (c) The venue of arbitration shall be Delhi.
- (d) The language of proceedings shall be English.
- (e) The Law governing the substantive issues between the parties shall be the Laws of India.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitration shall be deemed to have commenced on the date the arbitrator issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

#### **40. Law Governing Purchase Order**

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

#### **41. Force Majeure:**

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

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

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

## CHAPTER VI

### Annexure – A

#### COMPLIANCE STATEMENT FOR VARIOUS CLAUSES IN BID

Bid No.-----

S. No.	Clauses in the bid	Please mention Agreed /Not Agreed	Remarks
1.	Notice inviting tender		
2.	Offline and online bid submission documents		
3.	Terms of reference and definitions		
4.	Instructions for e-tendering		
5.	Instructions to bidders		
6.	Annexure-a to annexure- I		

**Annexure – B**

**PROFORMA FOR PERFORMANCE STATEMENT (FIVE LARGEST CONTRACT IN A PERIOD OF LAST THREE YEARS)**

Bid No. \_\_\_\_\_ Date of opening \_\_\_\_\_ Time \_\_\_\_\_ Hours

Name of the Firm \_\_\_\_\_

<u>Order placed By (full address Of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicated reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from The Purchaser/Consignee)</u>
				<u>As per Contract</u>	<u>Actual</u>		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder \_\_\_\_\_



**PERFORMANCE SECURITY FORM**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS** ..... (Name of Supplier)  
hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification  
of Award) No..... dated,..... 2017 to supply.....  
.....(Description of Goods and Services) hereinafter called  
"the Contract".

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier  
shall furnish you with a Bank Guarantee by a Nationalized bank for the sum specified  
therein as security for compliance with the Supplier's performance obligations in  
accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on  
behalf of the Supplier, up to a total of .....  
(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon  
your first written demand declaring the Supplier to be in default under the Contract and  
without cavil or argument, any sum or sums within the limit of .....  
(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds  
or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....2017.

Signature and Seal of Guarantors

.....

.....

.....

Date.....2017.

Address:.....

.....

.....

**Note:** *The Bank Guarantee to be issued by nationalized bank only and is to be submitted on a non-judicial stamp paper of Rs. 100/- (One Hundred only). The non-judicial stamp paper should be purchased in the name of issuing bankers. The Issuing bank must provide its Head Office/Regional office addresses of communication*



Annexure – D

CONTRACT FORM

**THIS AGREEMENT** made the ..... day of ....., 2017 Between .....  
(Name of Procurement Consultant (hereinafter "the Procurement Consultant") on behalf  
of KHS, Agra of the one part and ..... (Name & address of Supplier)  
..... (hereinafter called "the Supplier") of the other part :

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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



**EdCIL/PROC/KHS/AUDIO SYSTEM/2017/03**

--	--	--	--	--	--

**TOTAL VALUE :**

**DELIVERY SCHEDULE:**

IN WITNESS whereof 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 Purchaser)

in the presence of .....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of .....

FORM - A

DELIVERY CERTIFICATE

(to be completed by the Consignee)

- The items mentioned as per details given below, have been physically verified by way of opening the cartons/packing and verifying the machine/ equipment supplied and model of the **Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building**. It is certified and acknowledged that the same have been received at this Institution in good condition.

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

Please make appropriate column, as per requirement.

- Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building** as per details given below was/were received in damaged conditions and therefore are not acceptable. These damaged goods/equipment have been returned to the supplier and supplier is required to supply the new equipment in lieu of damaged one.

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

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

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

(Signature of the issuing official)  
Authorized Official, KHS, Agra

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Rubber Seal of the Institution

Received the Acknowledgement Certificate

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

Signature of Supplier or his Authorized Representative  
Name : \_\_\_\_\_



**Annexure - F**

**FORM FOR ACCEPTANCE OF GOODS/EQUIPMENT AT SITE**

**FORM – B**

**INSTALLATION CERTIFICATE**

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

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

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

Sl. No.	Sl. No. (As per Work Order)	Description of Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building for Auditorium with specifications	Origin	Model & Make	Quantity

- The Supplier has fulfilled his contractual obligations related to supply & installation of the **Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building**.
- The Supplier has not fulfilled his contractual obligation with regard to following. (mention here **deviation**, if any, related to successful installation.)

- 
- 
- 

Date :

(Signature of the issuing official)

**KHS, Agra**

Name:

Designation:

Rubber Seal of the Institution

Received the Acceptance Certificate

Date :

Signature of Supplier or his Authorized Representative

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

**Annexure- G**

**TECHNICAL COMPLIANCE STATEMENT**

Bid No.-----

S. No.	Technical Specification of the equipment asked in the bid	Technical Specification of the equipment offered by the bidder with Model No.	Remarks

Note: Bidder must give the Model No. of each Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building quoted along - with original literature

**ACCEPTANCE OF COMMERCIAL TERMS**

S. No.	Description	Yes/No with Page No.
1.	Whether bidder has submitted the bid fee or not?	
2.	<b>BID SECURITY</b> Whether the bidder has attached the Bid Security as per format of the Bid Security form?	
3.	Amount of Bid Security as per bid requirement or not?	
4.	Form in which Bid security enclosed (Bank Guarantee/Demand Draft). If the Bid security is submitted in the form of Bank guarantee it should be as per format. The Bank Guarantee should be issued on judicial stamp paper of Rs.100/- and Stamp Paper should be purchased in the name of Bank issuing the Bank Guarantee.	
5.	Date of issue of Bank Guarantee/Demand Draft	
6.	Validity of the Bank Guarantee (if submitted) 3 months from submission of bid or not?	
7.	Bid validity 60 Days or not?	
8.	Legal Status / Constitution of firm (any document & partnership deed etc.)	
9.	Details of Service Supports/Closest Service Station from where service would be provided during warranty period	
10.	Whether the bidder has quoted for all the items in the Schedule?	

S. No.	Description	Yes/No with Page No.
11.	Whether warranty of <b>Installation, Testing and Commissioning of Audio System for Conference Room of Auditorium Building</b> as per bid quoted or not?	
12.	Whether price as per the bid quoted or not?	
13.	Whether delivery period and installation period as per bid agreed or not?	
14.	Payment terms as per bid agreed or not?	
15.	Undertaking as per <b>Annexure-J</b> or not ?	

## Annexure – I

**BID SECURITY FORM (Earnest Money Deposit)**

Whereas ..... (*hereinafter called "the Bidder"*) has submitted its bid dated ..... (*date of submission of bid*) for the supply of ..... (*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE ..... (*name of bank*) of ..... (*name of country*), having our registered office at ..... (*address of bank*) (*hereinafter called "the Bank"*), are bound unto ..... (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2017.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

\_\_\_\_\_  
*Name of Bidder*



**UNDERTAKING**

This is to confirm that we M/s \_\_\_\_\_ (give full address) have not been blacklisted in any of the government department and public sector undertaking /enterprise in India and central Vigilance commission, in last three year (2013-2014, 2014-2015 & 2015-2017) or before release of advertisement.

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

Authorized Signatory

**Note:** *The undertaking regarding the non blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 50/- (Fifty only).*

## **PRE CONTRACT INTEGRITY PACT**

### **GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of .... 2017, between, on one hand, acting through Shri/Smt. \_\_\_\_\_, Designation, EdCIL (India) Limited (hereinafter called the “Procurement Consultant”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Procurement Consultant proposes to procure (name of the Stores / Equipment / item) and BIDDER/Seller is willing to offer / has offered the stores and

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the Procurement Consultant is a PSU performing its functions on behalf of the EdCIL (India) Limited.

NOW, THEREFORE,

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

Enabling the Procurement Consultant to obtain the desired said stores/equipment / item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Procurement Consultant will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **1. Commitments of the Procurement Consultant**

- 1.1 The Procurement Consultant undertakes that no official of the Procurement Consultant, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for

themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Procurement Consultant will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Procurement Consultant with full and verifiable facts and the same is prima facie found to be correct by the Procurement Consultant, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Procurement Consultant and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Procurement Consultant the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Procurement Consultant, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Procurement Consultant or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.



- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the Procurement Consultant that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Procurement Consultant or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Procurement Consultant or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Procurement Consultant as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Procurement Consultant, or alternatively, if any relative of an officer of the Procurement Consultant has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Procurement Consultant.

4. **PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **EARNEST MONEY (SECURITY MONEY)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. \_\_\_\_\_ as Earnest Money / Security Deposit, with the Procurement Consultant through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Procurement Consultant on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Procurement Consultant shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money / Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Procurement Consultant, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Procurement Consultant to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the Procurement Consultant to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. **SANCTIONS FOR VIOLATIONS**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Procurement Consultant to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Procurement Consultant and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the Procurement Consultant, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Procurement Consultant in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Procurement Consultant, 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 Procurement Consultant resulting from such cancellation/rescission and the Procurement Consultant shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Procurement Consultant.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Procurement Consultant with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the Procurement Consultant to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Procurement Consultant 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 Procurement Consultant to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. FALL CLAUSE**

7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the Procurement Consultant, if the contract has already concluded.

## **8. INDEPENDENT MONITORS**

8.1 The Procurement Consultant has appointed Independent Monitors 9hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Procurement Consultant.

8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Procurement Consultant including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.



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

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

9. **FACILITATION OF INVESTIGATION**

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

10. **LAW AND PLACE OF JURISDICTION**

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

11. **OTHER LEGAL ACTIONS**

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

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

EdCIL (India) Limited  
Name of the Officer  
Designation

BIDDER  
CHIEF EXECUTIVE OFFICER



**EdCIL/PROC/KHS/AUDIO SYSTEM/2017/03**

Witness

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

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

Witness

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

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

## SCHEDULE OF QUANTITIES

Annexure – L

PRICE-BID								
S. No.	Description	Approved Makes	Qty	Unit	Unit Price	Tax	Unit Price with Tax	Amount (Rs.)
<b>Audio</b>								
1	Supply, Installation, testing and commissioning of Ceiling mount loudspeaker with 2.25" or better transducer; frequency response of 95Hz to 17kHz or better; nominal dispersion 140 degree conical or better; Power handling 16W or better @ 70/100V; Sensitivity 84 dB SPL or better; Max SPL 96dB SPL or better as per the tender specifications.	Bose/Martin Audio/RCF	8	Nos.				
2	Supply, Installation, testing and commissioning of Mixer Amplifier with upto 2x120W at 4 ohms, 4 or more mic/line inputs, Complete with Signal routing and speaker processing etc	Bose/Labgruppe n/Powersoft	1	Nos.				

3	Supply, Installation, testing and commissioning of LED Diagonal Size 55",Resolution 1920*1080 (Full HD),Active Display Area(mm) 1209.6(H) x 680.4(V),Brightness(Typ.) 350 nit ,Contrast Ratio 5000:01:00,Viewing Angle(H/V) 178:178,Input RGB D-SUB, DVI-D .Video HDMI1, HDMI2, Component(CVBS Common) HDCP HDCP 1.4 Audio Stereo Mini Jack, RGB/DVI/HDMI/CVBS/Component Audio(common) Usb USB 2.0 x 1 Output RGB N/A ,Video N/A Audio Stereo Mini Jack Power Out N/A	Samsung/sony/ LG	2	Nos.				
4	Supply, Installation, testing and commissioning of 1x4 distribution amplifier 1 HDMI INPUT AND 4 HDMI OUTPUTS	Extron/kramer/milestone	1	Nos.				
5	Supply, Installation, testing and commissioning of wireless digital Handheld Microphone with 18 or more channel, RF output 80mW or more, super cardioid pickup pattern, Frequency range : 1880 to 1930 MHz, Connectivity : RJ-45 etc and complete as required.	Bosch / Sennheiser / Brahler	2	Nos.				



6	Supply, Installation, Tetsing & Commisssoning of Table Top Digital Chairman Unit with Supercardioid Microphone or better, Goosneck length minimum 400mm or better, Dual / Two way Loudspeaker for better sound reinforcement, Microphone on/off button, Priority switch for temporary muting delegates, RJ-45 daisy chain / star connection complete as per specification.	Bosch / Sennheiser / Brahler	4	Nos.				
7	Supply, Installation, Tetsing & Commisssoning of Table Top Digital Delegate Unit with Supercardioid Microphone or better, Goosneck length minimum 400mm or better, Twin / Two way Loudspeaker for better sound reinforcement, Microphone on/off button, RJ-45 daisy chain / Star connection complete as per specification.	Bosch / Sennheiser / Brahler	16	Nos.				
8	Supply, Installation, Tetsing & Commisssoning of Digital Audio Conference Control Unit for conference system supplies Power for minimum for 40 units and controls up to Miniumum 200 discussion units, Redundant closed loop cabling, built in / External USB Audio Recorder . An Ethernet Port shall be	Bosch / Sennheiser / Brahler	1	Nos.				

	provided for network connection and control units, Integrated / external PC with 22 inch Full HD LED monitor, pre-installed control software for Microphone management, synoptic and Audio Recording etc and as per attached specification.							
9	Supply & fixing of Molded CAT-5/6 Patch Cords for loop in loop out 2 mtr length.	Bosch / Sennheiser / Brahler	17	Mtrs.				
10	Supply & fixing of Molded CAT-5/6 Patch Cords for loop in loop out 10 mtr length.	Bosch / Sennheiser / Brahler	1	Mtrs.				
11	Supply, Installation, testing and commissioning of wall mounted wired remote volume controller for Mixer amplifier.	Bose / Sennheiser / Brahler	1	Nos.				
12	Supply & Laying of 2 core 2.5 sqmm loudspeaker cable as per the tender specification.	Klotz/Kramer/Sommer/Gotham	100	Mtrs.				
13	Supply & Laying of 2 core shielded microphone cable as per the tender specification.	Klotz/Kramer/Sommer/Gotham	100	Mtrs.				
14	Supply, Installation, testing & commissioning of Connectors as per the tender specification.	Amphenol/Neutrik	1	Nos.				
15	Supply, Installation, testing & commissioning of 18U Equipment rack as per the tender specification.	Custom	1	Nos.				

16	Installation Charges for all Above items Sr. No 1 to 15 complete in all respect.		All 15	Nos				
<b>Total Supply Cost (Inclusive of Tax)</b>								