

Request for Proposal

For

Comprehensive Annual Maintenance Contract
of
Computer and Peripherals with Resident Service Engineer
(OPEN TENDER)

Tender Ref No: EdCIL/IS/CAMC/COMPUTER/2016 dated 20th August 2016



EdCIL (India) Limited

(A "MINI RATNA" Govt. of India Enterprise)

'Ed.CIL House', Plot No. 18A, Sector - 16A

NOIDA - 201301 (UP), INDIA

Tel: 0120 - 2512001 - 006, Fax: 0120 - 2515372



EdCIL (India) Limited
(A Government of India Enterprise)
(A Mini Ratna Company)

**(An ISO 9001-2008 & 14001-2004 Certified Company) EdCIL House, 18-A,
Sector 16-A, NOIDA – 201301 (U.P.)**

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For

**Comprehensive Annual Maintenance Contract of Computer and Peripherals with
Resident Service Engineer**

Tender Ref. No. EdCIL/IS/CAMC/COMPUTER/2016 dated 20th August 2016	
Place for opening of the bid	Convention Hall EdCIL (India) Limited (EdCIL) [A Government of India Enterprise] EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date & Time of Submission of Bid	13 th September 2016 upto 1500 hrs
Date & Time of Opening of Technical Bid	13 th September 2016 at 15.30 hrs

The RFP Document may be downloaded from the EdCIL's website: www.edcilindia.co.in. The complete Tender document may be sent to the HOD (IS), EdCIL (India) Limited, 18A, Sector 16A, Noida – 201 301 (U.P) so as to reach the office on or before **13th September 2016 up to 15:00 hrs.**

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INTRODUCTION

EdCIL (India) Limited, a Mini Ratna CPSE (Central Public Sector Enterprise) and ISO 9001:2008 & 14001:2004 Certified Company was incorporated in 1981, under the Ministry of Human Resource Development having its Corporate office, EdCIL House, 18A, Sector 16A, Noida. It is a continuously dividend paying and profit making company and the only PSU (Public Sector Undertaking) mandated to serve the education sector over the three decades of education sector experience and a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies, Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.) and large corporate.

EdCIL currently runs Project Management Units (PMUs) known as Technical Support Groups (TSGs) for Pan India Mega projects of MHRD covering SSA, MDM, NMEICT, NLMA, RMSA, HESPIS, PMMMMNMIT, etc.”

The Request for Proposal is issued by the EdCIL India Limited to obtain bids from reputed and experienced service providers for comprehensive annual maintenance contract for computers & peripherals at it's Corporate Office, NOIDA.

Schedule for invitation to Tender

1.	Name of the issuing office	EdCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201308 (U.P.)
2.	Submission of RFP Document and Contact person	Shri M.R.Behera, HOD (IS) EdCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201 301 (U.P.)
3.	Date of Bid Specification document to be available on the website www.edcilindia.co.in	20th August 2016
4.	Submission of Bid Query through e-mail	2nd September 2016
5.	Last date for submission of Bid Query	2nd September 2016
6.	Last date and time for submission of RFP Documents	13th September 2016 (up to 1500 hrs.)
7.	Date and time of opening of Technical Bid	13th September 2016 at 1530 hrs
8.	Date and time of opening of Financial Bid	To be informed separately.
9.	Place of opening of Bid Document	EdCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201308 (U.P.)

Chapter-1 **(Instructions to Bidder)**

1. General Instructions

The offers complete in all respect, in prescribed formats, should be submitted on or before the time and date fixed for the receipt of offers as set forth herewith in the tender documents. Offers received after stipulated time and date shall be summarily rejected.

2. Deposit of Earnest Money

- a) Tenders submitted without Earnest Money deposit shall be rejected.
- b) The Bidder shall be required to deposit Earnest Money of Rs.15,000/-(Rupees Fifteen Twenty Thousand only) through Bank Draft/Pay Order drawn in favor of EdCIL (India) Limited, Payable at Noida drawn on any Nationalized Bank. The EMD must accompany the Technical Bid otherwise the offer shall not be considered. However, Bidder registered with NSIC and MSEs are exempted from payment of EMD (Copy of the Exemption Certificate must be attached if exemption from EMD is claimed).
- c) The EMD shall remain deposited with EdCIL till the period of validity of offer.
- d) No interest shall be payable by EdCIL on EMD.
- e) The EMD deposit is liable to be forfeited if the tenderer withdraws, amends, impairs or derogates from the tender in any respect, within the period of validity of this offer.
- f) The EMD of the successful tenderer shall be returned after the performance bank guarantee is furnished by him.
- g) If the successful tenderer fails to furnish performance bank guarantee of 10% of total annual contract value, the EMD shall be liable to be forfeited by EdCIL and EdCIL will have the choice to award the contract to the second lowest bidder.
- h) The EMD of unsuccessful Bidder will be refunded as per provisions of GFR.

3. Last date for Submission of Tender Document:

Sealed Technical and Financial Bids placed separately in a single sealed envelope complete in all respects, along with the earnest money should reach to:

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

On or before 13th September 2016 up to 15.00 hrs.

4. Submission of Bid:

- a) The Bidder should submit Bids in two parts viz. 'Technical Bid' and 'Financial Bid'. The Technical Bid should be sealed in a separate sealed envelope along with DDs for EMD and Tender Fee, subscribing 'Technical Bid for Comprehensive AMC of Computers and Peripherals' and the 'Financial Bid' should be sealed in a separate sealed envelope subscribing 'Financial Bid for Comprehensive AMC of Computers and Peripherals'. Both Technical and Financial Bid envelopes should be enclosed and sealed in a separate envelope marked as 'Bid for Comprehensive AMC of Computers & Peripherals'. The Bid should be addressed to: HOD (IS), EdCIL (India) Limited, 18A, Sector 16A, Noida – 201 301 (U.P).

- b) All prices and other such information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. All the papers submitted with the bids as above for Technical and Financial Terms and Conditions must be signed by the tenderer. The Excise Duty, VAT, Service Tax or any other Govt. duties etc. as applicable should be quoted separately, failing which, EdCIL shall have no liability to pay these charges, and the liability shall be that of the tenderer.
- c) Each page of the bids shall be numbered. It must bear the signature and seal of the tenderer at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.
- d) EdCIL shall not be responsible for non-receipt/non-delivery of the tender documents due to any reasons whatsoever. Tenders received after due date in unsealed condition will not be taken into consideration under any circumstances.

5. Technical Bid

The Technical bid must be submitted in a **spiral bind** report format containing the documents arranged and labelled as per the following index. It may be noted that if the documents of Technical Bid are found without spiral binding, the same shall be summarily rejected.

- a) Covering letter duly signed by the authorized person (Annexure –I).
- b) DD/Pay Order towards Earnest money.
- c) Company Profile.
- d) Documentary evidences in respect of eligibility criteria. Each document should be labelled on the top right so as to indicate the eligibility criteria serial number.
- e) Compliance to all terms and conditions laid down in this Tender Document.
- f) Details of the Resident Service Engineer proposed to be located at EdCIL, Noida, for rendering CAMC services.
- g) Quality of Service Offered.
- h) Arrangements proposed by the bidder for ensuring replacements of parts with non-spurious items i.e. original equipment.
- i) Any deviation to the scope of work or terms and conditions

Failure of submission of any of the documents in Technical bid will make the bid rejected as non-responsive. EdCIL will have the option to treat some documents as mandatory/optional in the benefit of the Institute.

Note: *Technical Bid with loose or unlabelled papers will be summarily rejected.*

6. Financial Bid

The Financial Bid should be according to the format given in the Tender Document (Annexure-V). It should be ensured that no required value against an item is missed. If the Bidder does not want to be charged for an item the value must be filled as NIL. All totals should be correct. The Financial Bid should contain the following:

- a) Covering Letter from the Bidder duly signed.
- b) Unit rate of maintenance charges on yearly basis against the machines as indicated in Chapter-5.
- c) Taxes, if any must be indicated.

- d) Total Bid amount in terms of INR for a year covering all the machinery as indicated in the Chapter-5.
- e) The Financial Bid shall be opened only for the technically short-listed vendors on specified date and time in EfCIL. One representative from the company may be present, if they desire so, at the opening of the Financial Bid.
- f) EdCIL will select the vendor on the basis of overall lowest Bid quoted by technically short-listed Bidder. The decision of the EdCIL arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from Bidding for the EdCIL tenders in future for a period of three years.
- g) EdCIL shall have no obligation to convey reason for rejection of any Bid. It shall be opened for EdCIL to reject even the lowest Bidder, in the interest of the Institute and no reason need to be given thereof.
- h) No advance payment will be made for maintenance contract to successful Bidder. The successful Bidder shall be required to submit performance security @ 10% of annual contract value in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee separately from any Nationalized Bank. This will be done within 15 days from the receipt of the acceptance of award of contract. No interest shall be paid on security deposit. The performance security shall remain with EdCIL for a reasonable period as per provisions of GFR and also no interest will be paid for the same.
- i) EdCIL reserves the right to award the contract to any of the Bidders irrespective of not being lowest; taking into consideration the interest of EdCIL and in this respect, decision of EdCIL shall be final.
- j) After the award of the Contract, the Firm will be required to maintain month wise reports indicating equipment wise work undertaken.
- k) The Resident Service Engineer should be in possession of mobile phone at their own cost and the detail of the same has to be intimated to EdCIL.

7. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the EdCIL may, at its discretion, ask the Bidder(s) for clarification(s) of the bid. The request for clarification and the response shall be in writing.

8. Effects and Validity Offer

- a) The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against EdCIL for rejection of his offer. EdCIL reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the maintenance service.
- b) The offer shall be kept valid for acceptance for a minimum period of 90 (ninety) calendar days from the date of opening of Bid.

- c) The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by EdCIL to the tenderer. While the offer is under consideration, if necessary, EdCIL may obtain clarification on the offer by requesting for such information from any or all the tenderers either in writing or through personal contacts as may be considered necessary. Tenderer shall not be permitted to change the substance of their offer, after the offer has been opened.
- d) EdCIL shall not be responsible for any delay in submission of the tender bids. The offer submitted by the bidder through *telex/telegram/fax or e-mail would not be considered* as a valid offer. No further correspondence will be entertained in this matter
- e) In the event, the vendor's company or concerned division of the company is taken over by another company, all the obligation under the agreement with EdCIL shall be passed on to the new company/division for compliance by the new company on the negotiations. The Registration number of the firm along with CST/Service Tax/VAT/TIN/PAN number allotted by the Tax authorities shall invariably be given in the tender.
- f) In case of tenderers whose tenders are not considered for placing order, the earnest money deposit shall be refunded without any interest within one month of the decision. In the case of tenderers whose tender are accepted for placing the order, tenderers shall give performance security equivalent to 10% of the value of the annual contract, which will be valid for the entire period of the contract plus two months.
- g) In case EdCIL notices that the market rates have come down from the time when rates were finalized in the rate contract/order or there is a need for re-asking the offer based on market trends, EdCIL, may ask the technically short-listed vendors to re-quote the maintenance cost and the vendor shall be selected on the basis of procedure given earlier. The time difference between such re-quotes shall be minimum 3 months except in case of the Union Government budget.

EdCIL reserves the right to award the contract to any of the bidders irrespective of not being lowest; taking into consideration the interest of EdCIL and in this respect, decision of EdCIL shall be final.

9. Tender Opening and Selection of Firm or their Authorized Service Provider

Only the 'Technical Bid' part will be opened at the notified location on 13/09/2016 at 15.30 hrs. in the presence of Bidders or their authorized representatives, who wish to be present. Technical Bids will be evaluated and after technical evaluation of the offers received, the Financial Bids of only the technically qualified bidders will be opened and they will be informed by post/fax/phone/email about the opening of the Financial Bid at appropriate time.

Bidders will be selected by the following steps given as under.

- a) Short-listing of eligible vendors satisfying the technical qualification requirements laid in this Tender document.
- b) Selection of Bidder as the Service Provider who offers the lowest price and meets the financial qualification requirements from the technically qualified short-listed vendors.

- c) Vendors will be short listed by the duly constituted Tender Evaluation Committee (TEC). If considered necessary, TEC will visit and inspect the infrastructure for service-providing-facilities of the vendor. The TEC may examine strength of the service support in terms of qualified engineers, spare parts stock and repair facilities at vendor's place. The short-listed vendors may be called for detailed discussion at a specified date, time and venue if needed, by the TEC.

The contract will be for a period of one year from the date of award of contract on annual basis in the first instance. The performance of the vendor will be watched and if found satisfactory the contract may be extended for another year on the same terms & conditions.

10. Acceptance of Offer

The tender shall be processed as per standard procedure. EdCIL, however, reserves the right to reject any tender without disclosing any reason. EdCIL would not be under obligation to give any clarifications to those vendors whose tenders have been rejected.

11. Signing of Agreement

The successful bidder shall execute a CAMC Agreement as per the format prescribed by EdCIL based on this Tender Document and agreed Terms and Conditions. After the expiry of agreement, EdCIL, based on the performance of the services offered and on its sole discretion, may offer the successful bidder to extend the CAMC contract for a period of another one year.

Chapter-2

Evaluation of Technical Bid

Bidder shall have to enclose documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criteria, the bid will be rejected summarily. The financial bid of only those bidders who qualify in the Technical bid will be evaluated as laid down in the subsequent section.

Eligibility Criteria

S. No.	Qualification	Documentary Evidence to be attached
1	The bidder should be an Indian registered company/Limited Liability Partnership (LLP) engaged in the job of maintenance of computers & peripherals during last 3 years in India as on 31 st March 2015.	Certificate of incorporation or Certificate of Commencement or Certificate consequent to change of name, if applicable has to be submitted
2	The bidder should have executed satisfactorily minimum one Annual Maintenance Contract of more than 200 Computers of any Govt. Dept/PSU for last three years as on 31.03.2016	Copy of work/service orders and Completion certificate.
3	The Bidder should have the minimum Annual Turnover of Rs.50 Lakhs for the last three financial years as on 31.03.2016	A certificate of Turnover from Chartered Accountant with self-attested audited balance sheet and P&L A/c for the last three financial years (i.e. 2013-14, 2014-15, 2015-16).
4	The firm should be in existence for over 5 years in the trade with Income from Annual Maintenance Contracts worth more than Rs. 20 Lakhs per annum during the last 3 years ending 31st March, 2016.	Copy of work/service orders and Completion certificate.
5	The Bidder should have Service Centre in Delhi/NCR	Copy and Proof of the Service Centre
6	Company should be an ISO 9001:2008 & ISO/IEC 20000-1: 2011/or the latest ISO REVISION certified for servicing	Copy of valid Certificate
7	Firm should be authorized Service Provider to execute maintenance of at least any one of the companies like HP/Lenovo/ACER, etc.	OEM Authorization Letter

8	The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.	Undertaking as per proforma The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)
9	PAN No., TAN No., Service Tax No., ESIC No., EPF Registration No	Copy of valid certificates
10	Resident Engineer under the contract must have qualified as MCA/B.Tech (IT/Electronics/Computer Science) with 2 years experience in maintenance of Hardware & Software.	Copy of self attested Bio-data of Resident Service Engineer and Experience Certificate.
11	The Company should have minimum 05 Service Engineers having qualification of MCA/B.Tech (IT/Electronics/Computer Science) on their payroll.	A self attested certificate along with copy of CV of these employees duly signed by the authorized official of the bidder firm.

Chapter-3

(Scope of Work)

1. Scope of Work

The successful Bidder shall maintain all the equipments in good working condition as listed in Chapter-5 of the Tender Document under “On site” Comprehensive Annual Maintenance Agreement initially for a period of 1 (one) year. It may further be extendable for second year on mutual agreement without increase in CAMC Cost, if so desired. A formal letter from the EdCIL to this effect and acceptance from the vendor will suffice.

2. Corrective Maintenance

Any System failure shall be attended to promptly by the company’s specialists within 24 hours depending upon the nature and complexity of the faulty machine. Failure shall be rectified with least possible delay. CAMC shall cover maintenance of all items in good condition.

The company has to provide for repairs/ replacement of defective parts of various machines (with OEM make only) within the maintenance charge including Plastic Parts, Printer belt, Teflon Paper of Printer, Socket of Printer, Logic card, Lamp of Scanner, Printer Band, Printer head, Tray, Daisy Wheels, Printer roller, Tray & door, Transparency film, Magnetic media, Plastic covers, Knobs, Tractor rods, Hard disk, Fuser Assembly, Printer Knobs, Online buttons, Gears, CPU along with Mother Board, FDD, HDD, RAM, DVD, SMPS, Monitor Picture Tube, Logic Card, Prism/Lamp, VGA Cable (Computer, Printer, Power) Keyboard, CPU, Camera, Bluetooth, Wi-Fi etc. whichever applicable. Also replacement of defective parts at short notice irrespective of any cost should be done. This is a comprehensive maintenance contract excluding consumables such as floppies, CDs/DVDs, Printer Ribbons, Toner, Ink Cartridge, Batteries, etc.

Any other action required for keeping the equipment under good working condition.

The vendor will be required to maintain all the equipments (PCs, Servers, Laptops, Printers, Scanner, Switches, Router, etc. In good working order and will be required to perform preventive maintenance of these equipments once every three months.

CHAPTER 4

(CONDITIONS OF CONTRACT)

1. Performance Bank Guarantee

- a) After an 'Acceptance of tender' is issued by EdCIL, the successful bidder shall be required to submit a Performance Bank Guarantee of 10% of Annual Contract Value from a nationalized bank. This will be done within 15 days from the receipt of the acceptance of the award of contract. Performance Bank Guarantee shall remain with EdCIL for a period of sixty (60) days beyond the date of completion of all contractual obligations of the supplier including warranty obligation. No interest shall be paid on the Performance Bank Guarantee amount.
- b) If the vendor, having been called upon by EdCIL to furnish Performance Bank Guarantee, fails to furnish the same, it shall be lawful for EdCIL:-
to recover the amount of the Performance Bank Guarantee from the vendor by deducting the amount from EMD or any pending bill of the vendor under any contract with EdCIL and cancel the contract and award the contract to another vendor at the risk and cost of the vendor.
- c) On performance and completion of the contract in all respects, the Performance Bank Guarantee will be returned to the vendor without any interest.

2. Deployment of Resident Service Engineer

The Bidder shall depute qualified, well cultured resident-engineer at the Information Systems Unit (IS). In case of absence of an engineer, suitable substitute shall be provided by the successful Bidder on day-to-day basis. The successful Bidder shall furnish name, designation, qualifications, experience and mobile numbers of such engineer. Deputed engineers should be well experienced in maintenance of all types of PCs, peripherals, software such as Windows, Linux, Anti-Virus etc. The engineers must report every working day at 9:30 a.m to 6.00 p.m. to the IS Unit and mark attendance. The engineer shall be changed only with the prior approval of In-charge (IS Unit), EdCIL during maintenance period. The engineer may be assigned duties depending on the requirements. The Bidder shall comply to all labour law.

3. Delivery of Services

- a) The vendor shall deliver/provide the services at EdCIL, Noida by deputing qualified resident service engineer.
- b) The vendor will have to do preventive maintenance of Computer/Printers etc at least once in each quarter. Reports to this effect will be submitted by the vendor to the In-charge, IS Unit in each quarter.
- c) The resident service engineer provided by the vendor should be well qualified and expert in the area of Computer, Printers, Scanner, server, repairing/replacement of all parts of computer system. They will also be required to provide such services for events like conferences, presentation etc organized by EdCIL.
- d) The vendor will collect faulty equipment from the site and deliver/install the rectified equipment on site at their own cost.

- e) The deputed engineer will submit monthly report on his activities towards CAMC to In-charge IS Unit by 5th of every month. This will be mandatory for processing of bills.
- f) In case the equipment is down continuously for duration more then as given in Annexure III because of faulty parts in a system, vendor shall have to replace the faulty system by another working system having similar or higher configuration without any further cost to EdCIL, Noida. If however, replacement is not done by the vendor then penalty will levied as per the Clause laid down in this tender document unless genuine and convincing reason is submitted to EdCIL, Noida. In case the engineer does not attend complaints at site for more than 7 (seven) days continuously, the contract between EdCIL and the vendor may be considered as breached and the CAMC may be considered by EdCIL to be awarded to next lowest bidder.

4. Call attendance and Penalty

The company has to rectify the call within 24 hours of call placement and provide the service/solution to keep the machine up. The company will provide replacement of machine of same or higher configuration when machine is not working after the period mentioned. User of the machines will have the sole authority to certify such cases whenever applicable. Penalty charges will be as follows.

- a. Penalty Charges for computer, printer, laptop and peripherals after the expiry of maximum time is Rs. 500/- (Rupees Five Hundred only).
- b. Penalty for absence of Engineers @ Rs. 500/- Per day will be deducted from the bill submitted by the vendor.

5. Payment of CAMC Charges

Payment for the contract will be processed on quarterly basis only after satisfactory performance report for the quarter given by In-charge, IS Unit, EdCIL, Noida. Processing will be effective after the expiry of said period as per the rates quoted in commercial terms and (agreed mutually) on the basis of actual working machines. Review of such cases of addition/deletion of items/equipment listed in the tender documents will be on the basis of mutual agreement and decision of EdCIL will be final. The payment is subject to necessary deduction towards penalty for downtime of machines as per clause for 'Call Attendance and Penalty' in this Tender Document. A pre-receipted bill shall be submitted in duplicate to the office of In-charge, IS Unit, EdCIL, Noida. The Bill must accompany the 'Performance Report', as above.

EdCIL reserves the right to increase/decrease the quantity of items as mentioned in this tender document at the time of award of work or at a later stage.

6. Extension of CAMC Period

The CAMC may be further extended for a period of two years subject to same terms and conditions & mutual consideration. Fresh Agreement may be entered in to in case of extension.

7. Termination of Agreement

EdCIL may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action, if :

- The Service Provider becomes bankrupt or is otherwise declared insolvent.
- The quality of services rendered to EdCIL gets degraded and/or is not up to satisfaction of EdCIL.

(a) If at any stage, it is found that the parts supplied by the maintaining agency are duplicate or of inferior quality, the AMC may be summarily terminated and the Bank Guarantee may be revoked and EdCIL may take any other suitable action.

(b) The Service Provider may submit request for termination of agreement by giving at least three months advance notice to EdCIL.

8. Travel Expense

No travel expense will be borne by EdCIL. The company is bound to provide these services at EdCIL, Noida.

9. Other Terms and Conditions

Overwriting in the Bid, if any, should be supported by signatures. Illegible writing may lead to rejection of Bids.

- The tenderer must ensure that the conditions laid down for submission of offers detailed in the Bid document are completely and correctly fulfilled. Tenders, which are not complete in all respect as stipulated above, may be summarily rejected.
- It will be imperative on each tenderer to fully acquaint himself of the entire local conditions and factors which would have effect on the performance of the contract and cost. EdCIL shall not entertain any request for clarification from the tenderer regarding local conditions. No request for the enhancement in price shall be entertained after the Bidder has accepted the offer.
- In the evaluation and comparison of Bids, EdCIL reserves the right to reject any or all tenders.
- EdCIL reserves the right to increase/decrease the quantity of items as mentioned in this tender document at the time of award of work or at a later stage. In case of decrease of the quantity the CAMC charges will be deducted accordingly.
- EdCIL shall not be responsible for any delay, loss or non-receipt of tender documents or any other related document sent by post.

- The maintenance shall be done in EdCIL premises. However, if it becomes necessary to take out the faulty equipment to the workshop a Gate pass for shifting of equipment should be obtained from IS Unit, EdCIL, Noida.
- In case the repair of equipment takes more than 24-hours standby equipment should be made available to the user concerned.
- In case, replacement of part become necessary, the part of the same make and at least the same configuration as in the original hardware shall be used. A document containing details of all such replacements is to be maintained separately.
- The vendor shall provide, at its own cost, complete required tool kit and accessories for maintaining hardware, software to deputed service engineer.

10. Safety Measures

- a. The Vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representatives, agent, workmen) working in the office while executing the work.
- b. The vendor shall ensure that unauthorized, careless or inadvertent operation of installed equipment, which may result in accident to their staff and /or damage to the equipment does not occur.
- c. The vendor shall assume all liability for and give to EdCIL the complete indemnity against all actions, suits, claims, demands, cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to EdCIL's property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workmen compensation act or any other statute in force from time to time.

11. Settlement of Dispute and Jurisdiction

Disputes if any, arising during the contract period shall be negotiated / discussed at once in order to resolve the same, failing which regular Courts at Delhi only will have jurisdiction to adjudicate upon the matter.

12. The service provider shall also be required to ensure the functionality of the computers and peripherals which are under warranty.
13. The successful Bidder will sign a contract as per the Terms and Conditions given in Annexure-V after furnishing performance security and security deposit.
14. EdCIL reserves the right to reject Technical Bid(s) or Financial Bid(s) and also terminate the contract at any stage without assigning any reason thereof.

Chapter-5

(List of Computers and Peripherals for CAMC)

Sl. No.	Items	Specification	Make/Model	Qty.	Year of Purchase
1.	Servers	Xeon Processor 2.40GHz (2 Processor),8GB RAM,500GB HDD with RAID 5.	IBM / X3650 M3	02	2011-12
		Proliant server ML 350 G6, Intel Xeon Processor, HP-TFT 18.5"	HP/ML 350 G6	01	2010-11
2.	SAN Storage	4TB Storage Space	IBM	01	2011-12
3.	Computer Desktop	Duel Core/2GB RAM/160GB HDD/DVD_+RW/15" TFT-Monitor/KBD/Mouse	HP/DX 2080 MT	11	2007-08
		Pentium D/2GB RAM/160GB HDD/DVD_+RW/15" TFT-Monitor/KBD/Mouse	HP/ DX 2280	25	2007-08
		Core 2 Deo/2GB RAM/160GB HDD/DVD_+RW/18.5" TFT-Monitor/KBD/Mouse	Acer	03	2009-10
		Core I3/4GB RAM/320GB HDD/DVD_+RW/18.5" TFT-Monitor /KBD/Mouse	Acer	06	2010-11
		Core I5/3GB RAM/500 GB HDD/DVD_+RW/18.5" TFT-Monitor /KBD/Mouse	Acer	26	2011-12
		Core 2 Deo/2GB RAM/160GB HDD/DVD_+RW/15" TFT/CRT-Monitor/KBD/Mouse	Lenovo Think Center	14	2008-09
		Core 2 Deo/2GB RAM/160GB HDD/DVD_+RW/15" TFT-Monitor/KBD/Mouse	IBM Think Center	11	2006-07
		Core 2 Deo/2GB RAM/320GB HDD/DVD_+RW/18.5" TFT-Monitor/KBD/Mouse	HP	02	2010-11
3.	Laptop	Core 2 Deo/2GB RAM/160GB HDD/DVD_+RW	Lenovo/R60-R61 & G570	11	2009-10
		Sony VPC SB18GG/s	Sony	01	2011-12
		HP Pavilion DV-6	HP	01	2012-13
		Dell Inspiron	Dell	01	2012-13

			20XTLV1		
4.	DM Printer	Epson 2190+	Epson	01	
5.	LaserJet	HP 1020+	HP	02	
		HP 1022	HP	10	2007-08
		HP 1160/1320	HP	12	
		HP 3055	HP	05	2007-08
		HP P2015dn	HP	01	2007-08
		HP Colour LaserJet 2605n	HP	01	2007-08
		HP P1007/P1008	HP	04	2009-10
		HP LaserJet Pro M1213NF	HP	01	2010-11
		HP LaserJet MFP M128fn	HP	01	
		SCX-4828fn/SCX-4521fn	Samsung	04	2008-09
		Colour CLP-610ND	Samsung	01	2008-09
		SCX 3710nd/4833FD	Samsung	10	2011-12
		SCX-6345FN	Samsung	01	2008-09
6.	DeskJet/OfficeJet	F4288/L7380/2800	HP	03	2009-10
7.	Scanner	ScanJet N9120	HP	01	
8.	Switch	D-Link Layer 2 (Manageable)	D-Link	07	
9.	Router	Cisco 2911	2900	01	

BID PROPOSAL SHEET/FORWARDING LETTER

Tenderer's Proposal Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

E-Mail Id:

To,

HOD (IS)

EdCIL (India) Limited

18A, Sector 16A

Noida – 201 301 (U.P)

Subject: CAMC of PCs and Peripherals at EdCIL, Noida

Dear Sir,

We, the undersigned Tenderer, having read and examined in detail the specifications and scope of the work as specified in the tender document and all other Bidding documents in respect of CAMC of PCs, Laptops, Printers and other Peripherals at EdCIL, Noida do hereby propose to provide the maintenance services as in the Bidding document.

PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in Bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the date of opening of financial Bids.

EARNEST MONEY

We have enclosed the required earnest money in the form of Demand Draft/Pay Order in the Technical Bid. The details are as under:

Earnest Money Amount: Rs. _____

DD/Pay Order No.: _____

Date

Bank and Branch

DEVIATIONS

We hereby declare that all the services shall be performed strictly in accordance with the Technical specifications and terms mentioned in the Tender document. No Technical deviation will be acceptable and any technical deviation is liable to the rejection of tender.

BID PRICING

We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Bidding document. We further understand that the quantities as specified in this Tender may increase or decrease at the time of Award of Contract Order or at a later stage as per the requirements of EdCIL, Noida.

QUALIFYING DATA

We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee in the form of Bank Guarantee for the amount of 10% of the total order value of Annual Contract Value from a nationalized/commercial bank.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

We understand that the EdCIL is not bound to accept the lowest or any Bid that it may receive.

Thanking you,

Yours faithfully,

(Authorized Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal

CHECK-LIST

S. No.	Qualification	Yes/No. with (Page No. of this RFP where the copy/certificate is attached)
1	The bidder should be an Indian registered company/Limited Liability Partnership (LLP) engaged in the job of maintenance of computers & peripherals during last 3 years in India as on 31 st March 2015.	
2	The bidder should have executed satisfactorily minimum one Annual Maintenance Contract of more than 200 Computers of any Govt. Dept/PSU for last three years as on 31.03.2016	
3	The Bidder should have the minimum Annual Turnover of Rs.50 Lakhs for the last three financial years as on 31.03.2016	
4	The firm should be in existence for over 5 years in the trade with Income from Annual Maintenance Contracts worth more than Rs. 20 Lakhs per annum during the last 3 years ending 31st March, 2016.	
5	The Bidder should have Service Centre in Delhi/NCR	
6	Company should be an ISO 9001:2008 & ISO/IEC 20000-1: 2011/or the latest ISO REVISION certified for servicing	
7	Firm should be authorized Service Provider to execute maintenance of any one of the companies like HP/Lenovo/ACER, etc.	

8	The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.	Undertaking as per proforma The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)
9	PAN No., TAN No., Service Tax No., ESIC No., EPF Registration No	Copy of valid certificates
10	Resident Engineer under the contract must have qualified as MCA/B.Tech (IT/Electronics/Computer Science) with 2 years experience in maintenance of Hardware & Software.	Copy of self attested Bio-data of Resident Service Engineer and Experience Certificate.
11	The Company should have minimum 05 Service Engineers having qualification of MCA/B.Tech (IT/Electronics/Computer Science) on their payroll.	A self attested certificate along with copy of CV of these employees duly signed by the authorized official of the bidder firm.

Details of EMD Deposited

Date	P.O/Draft/ No.	Bank Details	Amount (Rs.)	Valid Up to

I/We hereby certify that the information furnished above is full and correct to the best of my/our knowledge.

I/We also undertake that the firm has not been barred or blacklisted by any of the central/state government/departments/organizations/central or state PSU and no such case are undergoing/pending upon the firm.

Date:
Place:

Signature of the authorised signatory
Name:
Official Seal:

Annexure-III

Quality of service offered, suggested in this Tender document

Item	Service time in which machine functionality restored (in Hours)		Time after which standby will be provided (in Hours)	
	Expected	Offered	Expected	Offered
For PC	24 Hours		24 Hours	
For Printer	24 Hours		24 Hours	
For Laptop	24 Hours		24 Hours	
For Server	8 Hours		2 Hours	

(Authorized Signatory of the firm)

FINANACIAL BID

Name of the Firm :
Address of the Firm :
Telephone No. :
Mobile No. :
Land Line (If any) :
E-Mail ID :
FAX No. :
PAN No. :

Rate of Comprehensive Annual Maintenance Contract for Computer Hardware and Software and other peripherals with Resident Service Engineer.

Sl. No.	Name of item	Make	Qty.	Unit Cost (Rs.)	Total Cost (Rs.)
1.	Desktops with Keyboard & mouse	Acer Veriton (Core 2 Duos)	3		
		Acer Veriton (I-3 Processor)	6		
		Acer Veriton (I-5 Processor)	26		
		IBM Think Center	11		
		Lenovo Think Center	14		
		HP Compaq DX 2080MT	11		
		HP Compaq DX 2280 MT	25		
		HP Pro 3000 Series MT	02		
2.	Server	HP	01		
		IBM	02		
3.	Storage	IBM	01		

Sl. No.	Name of item	Make	Qty.	Unit Cost (Rs.)	Total Cost (Rs.)
4.	Printers	HP	40		
		Samsung	16		
		Epson	01		
5.	Laptops	HP	01		
		Dell	01		
		Lenovo	11		
		Sony	01		
6	Switches	D-Link (Layer 2)	07		
7	Router	Cisco (2900 Series)	01		
8.	Scanner	HP (N9120)	01		
9	Resident Service Engineer		01		
10	Total Amount				
11	Taxes				
	Grand Total				

Grand Total Amount (in words) _____

(Authorized Signatory of the firm)

(With Authorized Seal)

CONTRACT AGREEMENT FORM

AGREEMENT BETWEEN EdCIL, NOIDA AND M/s----- This agreement made on this day _____ between the EdCIL (India) Limited (A Government of India Mini Ratna Enterprise) and having its office at 'edCIL House', 18A, Sector 16A, Noida-201 301 (U.P) (hereinafter referred to as the "EdCIL") and represented by the HOD (IS), EdCIL, Noida of one part and -----of the other part.

Whereas the M/s _____ engaged in the business of repair and maintenance of Computers, Printers, Server, Peripherals etc.

And Whereas the EdCIL is desirous of availing the service of M/s _____ for comprehensive maintenance of Computers, Printer, Peripherals with Resident Service Engineer at EdCIL, Noida.

Now it is hereby agreed by and between the parties here to as follows.

M/s _____ shall maintain the equipment as specified in Chapter 5 'List of computers and its peripherals for CAMC' of Tender Document which are part of this Agreement on terms and conditions hereafter mentioned.

1. PERFORMANCE BANK GUARANTEE

- (a) After an 'Acceptance of tender' is issued by EdCIL, the successful bidder shall be required to submit a Performance Bank Guarantee of 10% of Annual Contract Value from a nationalized/commercial bank. This will be done within 15 days from the receipt of the acceptance of the award of contract. Performance Security shall remain with EdCIL for a period of sixty days (60) beyond the date of completion of all contractual obligations of the supplier including warranty obligation. No interest shall be paid on the Security Deposit amount.
- (b) If the vendor having been called upon by EdCIL to furnish Performance Bank Guarantee fails to furnish the same it shall be lawful for EdCIL to recover the amount of the bond from the vendor by deducting the amount from EMD or any pending bill of the vendor under any contract with EdCIL or the Government of any person contracting through EdCIL or otherwise howsoever and cancel the contract and award the contract to another vendor at the risk and cost of the vendor.
- (c) On performance and completion of the contract in all respects, the Performance Bank Guarantee will be returned to the vendor without any interest.

2. TERMS OF AGREEMENT

The agreement shall remain in force initially for two years on annual basis starting from _____ for EDCIL. It may be renewed for further period of one year on mutual consent. It shall be open to either of the party to terminate this agreement at any time by giving three months notice to the other party, in writing except in the event of failure of the contractor to comply with the other terms and conditions in which event the agreement shall be terminated without giving any notice and the decision to the EdCIL in this regard shall final and binding upon M/s_____. At any time computer peripherals and network equipment may be added in / deleted from the CAMC, as already agreed to in tender- rate. For those not covered under CAMC, such additions any take place with mutual agreement between EdCIL and Service provider (The vendor).

3. MAINTENANCE HOURS

The vendor awarded the contract for CAMC, will have to provide maintenance service from 9.30 a.m. to 6.00 p.m. (Monday to Friday) and also on Saturday, Sunday and other holidays if required, to keep the machines in good working order. If required, the vendor shall give support beyond the office hours i.e. beyond 9.30 a.m. to 6.00 p.m. without any additional cost to EdCIL. The service consists of preventive and corrective maintenance of computers, peripherals and functioning of all the systems associated and other equipments by carrying out of the necessary repairs, replacement and fitting of such parts.

4. PAYMENT FOR CAMC

Payment for the contract will be made on quarterly basis and after the expiry of said period. The performance certificate from In-charge (IS Unit) and monthly report as submitted earlier (for the period) to office of In-Charge (IS Unit) of EDCIL must be attached with the bill at the time of submission of the said bill.

5. TERMINATION OF AGREEMENT

The EdCIL may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action, if :

- (a) The Service Provider becomes bankrupt or is otherwise declared insolvent.
- (b) The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.
- (c) The quality of services rendered to EdCIL gets degraded.
- (d) If at any stage, it is found that the parts supplied by the maintaining agency are duplicate or of inferior quality, the CAMC may be summarily terminated and the Bank Guarantee may be revoked and EdCIL may take any other suitable action.
- (e) The Service Provider may request for termination of agreement by giving three-month Advance notice to EdCIL.

6. TRAVEL EXPENSES

No travel expenses will be borne by EDCIL.

7. COMPREHENSIVE MAINTENANCE

Comprehensive Maintenance Service will cover:-

a) Corrective Maintenance

Any System failure shall be attended to promptly by the company's specialists within 24 hrs depending upon the nature and complexity of the faulty machine. Failure shall be rectified with least possible delay offered by vendor as per ANNEXURE IV (Quality of Service offered)

b) Replacement of parts

The company has to provide for repairs/ replacement of defective parts of various machines within the maintenance charge including Plastic Parts, Printer belt, Teflon Paper of Printer, Socket of Printer, Logic card, Lamp of Scanner, Printer Band, Printer head, Tray, Daisy Wheels, Printer roller, Tray & door, Transparency film, Magnetic media, Plastic covers, knobs, Tractor rods, Hard disk, Fuser Assembly, printer knobs, Online buttons, gears, CPU along with Mother Board, FDD, HDD, RAM, DVD, SMPS, Monitor Picture Tube, Logic Card, Prism/Lamp, VGA Cable (Projector, Computer, Printer, Power) Keyboard, CPU Mother Board, HDD, RAM, Camera, Bluetooth, Wi-Fi etc. whichever applicable. Also replacement of defective parts at short notice irrespective of any cost should be done. This is a maintenance contract excluding consumables such as floppies, CDs, Printer Ribbons, toner, ink cartridge, batteries etc.

- Removal of Viruses cleaning, and dusting will be responsibility of the company.
- The Company shall ensure providing software support service on all PCs. of the EdCIL including those is warranty. The service will however remain limited to formatting of PCs, installation of OS and commonly used software including antivirus, loading of Windows Operating Systems, MS- office, configuration of network connectivity , ERP, e-mail etc.

8. CALL ATTENDANCE AND PENALTY

The company has to rectify the call within 24 hours of the call placement and provide the service solution to keep the systems up.

Machine will be considered as satisfactory operational if all parts of the machine are in working condition. The company will provide replacement of machine of same or higher configuration when machine is not working for duration as given in Annexure III. If the machine has not been made functional for more than 1(one) continuous month then 100% of the CAMC charges for the machine for the quality would be deducted as penalty. User of the machines will have the sole authority to certify such cases wherever applicable. Penalty charges will be as follows:-

- a) Period & Penalty Charges for Computer, printer, laptop and peripherals after the expiry of maximum time as per Annexure III.
- | | |
|-----------------|---|
| Up to 7 Days | 25% of the AMC cost of the equipment for the quarter |
| 8-15 days | 50% of the AMC cost of the equipment for the quarter |
| 16-30 days | 80% of the AMC cost of the equipment for the quarter |
| Above One month | 100% of the AMC cost of the equipment for the quarter |
- b) Period & Penalty Charges for Server and Active Networking Equipment
- | | |
|---------------------|---|
| 9 Hours to 24 hours | 25% of the AMC cost of the equipment for the quarter |
| 24 Hours to 3 days | 80% of the AMC cost of the equipment for the quarter |
| Above 3 Days | 100% of the AMC cost of the equipment for the quarter |
- c) Penalty for absence of Resident Engineer @Rs. 500/- Per day will be deducted from the quarterly bill submitted by the vendor.
- d) Penalty @ of Rs. 1000/- per day will be deducted for non-maintenance of proper spare parts as given in clause 3(f) 'Delivery of Services' in Chapter 4 of the Tender Document.

9. ADDITIONAL CLAUSES

- (a) An event of default shall mean and include service provider's failure to discharge any obligations undertaken in this agreement or a short-coming in the quality and or standard of the services in the opinion of EdCIL officials.
- (b) That whenever an event of default occurs, EdCIL shall serve a written notice on service provider or communicate through the Complaint register bringing to his notice the event of default discontinuance failure or shortcoming and service provider shall restore the services and in case services are not restored and /or the shortcoming is not removed within 30 days the EdCIL apart from recovering the penalties shall also have a right to immediately terminate this agreement and forfeit the Bank Guarantee without prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act or omission of either of the parties hereto or any of their or its employees and such obligations shall survive the termination of this agreement.

10. INDEMNITIES

M/s _____ (service provider) has agreed to bear the responsibility for any claims, demands, persecution, or actions against the EdCIL arising out of this agreement and as a result of any action or omission by M/s _____ or any of its employees or in case of any legal action by any person employed by M/s _____ under this agreement and has undertaken to keep the EdCIL indemnified against all losses and damages suffered, including expenses incurred by the EdCIL defending the claim (inclusive of legal expenses) as a result of any such claim, demands, proceedings, prosecutions or actions. The parties have agreed that this provision shall survive termination of this agreement and M/s _____ has agreed to clear the amounts claimed by the EdCIL under this clause within 15 (fifteen) days the date when the demand is made.

11. REPRESENTATIONS AND WARRANTIES

The parties hereby present and warrant to each other that;

- (i) It has the power and authority to sign this agreement, perform and comply with its duties and obligation this agreement.
- (ii) This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- (iii) That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute avocation of
 - a) any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or
 - b) any other documents or the best of its knowledge any indenture, contract or agreement to which is a party or by which it may be bound
- (iv) There are no actions, suite or proceeding pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this agreement and
- (v) No representation or warranty made herein contain any untrue statement.

12. CONFIDENTIALITY

Parties undertake to treat this Agreement and each of terms as confidential. Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

13. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

14. NOTICES

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such other address as may, from time to time, be given by each party to the party in writing and in the manner herein before provided;

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

ii) M/s _____

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back when transmitted by facsimile.

15. DISPUTE RESOLUTION and JURISDICTION

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

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of an arbitrator appointed by the Chairman & Managing Director (C&MD) of EdCIL or his nominee. The party having a grievance shall serve a written notice by registered acknowledgement due post, on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on C&MD, EdCIL requesting him to appoint an arbitrator.

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

16. MATTERS NOT PROVIDED IN THE AGREEMENT

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

17. ASSIGNMENT/ AMENDMENT

M/s _____ shall have no right to assign its obligations under this Agreement without a written approval and permission from the EdCIL to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective duly authorized representatives of each of the parties hereto.

18. HEADINGS

The headings used in this Agreement are inserted for convenience reference only and shall not affect the interpretation of the respective clauses and paragraphs of this Agreement.

19. SURVIVAL OF RIGHT AND OBLIGATION

Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the time of termination already accrued to such party of which thereafter may accrue of any act or omission prior such termination.

20. NO PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose.

21. THE AGREEMENT

This document together with Chapter-5 'List of computers and its peripherals for CAMC' attached hereto signed by both parties shall constitute the entire binding agreement between and the EdCIL.

Signed on behalf of EdCIL

Name.....

Designation.....

Place: Noida

Date:

Authorized Signature

Signed on behalf of

M/s.....

Name.....

Designation.....

Date

Authorized Signature

PERFORMANCE BANK GUARANTEE

(For performance security)

Date:

Name of the Bank: -----

To
EdCIL (India) Ltd

In consideration of the Chairman and Managing Director EdCIL acting through--- (Designation & address of Contract Signing Authority), (hereinafter called "The EdCIL (India) Ltd") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.----- dt..... Made between..... (Designation & address of contract signing Authority) and (here in after called "the said Service Provider" 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 Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ (₹only) on demand by the EdCIL (India) Ltd.

2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager, EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider 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 Service Provider 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 Service Provider 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 Service provider and accordingly discharges this guarantee.

5 (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the 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 may 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 service provider 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 service provider 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 service provider 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 Service Provider.
8. We,----- (name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of EdCIL (India) Limited in writing.
9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for

(indicate the name of bank)

Signature of Banks Authorised
official

Witness

(Name)-----

Designation with Code No. -----

1

Full Address-----

2.

SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

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

Sir,

In response to the Tender Ref No. **EdCIL/IS/CAMC/COMPUTER/2016 dated 21st July 2016 for Comprehensive Annual Maintenance of Computers & Peripherals with Resident Engineer**, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place: