EXPRESSION OF INTEREST

FOR

Selection of OEM/OEM Distributor/OEM channel partner for

Establishment of ICT Labs

EOI No. BECIL/PROJ/BT/ICT/GNCTD/25-26/EOI

Dated: 10/01/2026

Issued By

Mr. Binay Kumar Tiwari (DGM)

Broadcast Engineering Consultants India Limited
(A Government of India Enterprise)

CIN No. : U32301UP1995GOI017744

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DISCLAIMER

The information contained in this Request for Proposal document (the "EOI") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. In case of any rejection/cancellation, no bidder has any right to claim any compensation or reimbursement to cost. Participation in EOI does not guarantee selection of bidder.

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. INTRODUCTION

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, 27001:2013, ISO/IEC 2000:2012 certified Mini Ratna Central Public Sector Enterprise (CPSI) was incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities, content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has now diversified into the fields of Strategic Projects such as Information Communication.

Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City. Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

BECIL, has its Head Office in New Delhi, Corporate Office in Noida and Regional Office in Bangalore and Kolkata. BECIL is exploring geographical expansion in many states due to diversification in business portfolios.

Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessed a vast reservoir of professionals drawn from various fields of Broadcasting Industry, which include public and private Broadcasters, Defense and Cable Industry. Through this network of resourceful technical professionals, BECIL, has established its pan India presence to serve the needs of the industry.

BECIL has a vast reservoir of experts and integrates the expertise of All India Radio (AIR) and Doordarshan (DD), the national broadcaster of India, catering to one of the largest Radio Networks reaching out to more than a billion people and the world's largest Terrestrial Television Network supplemented by Analogue and Digital satellite Broadcasting services reaching out to millions of TV homes in India and abroad.

2. INTRODUCTION OF PROJECT/TENDER

Directorate of Education, Government of NCT of Delhi has floated a tender vide No. GEM/2025/B/6958078 Dated: 02/12/2025 **for Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi**

3.1 ELIGIBLE BIDDERS

That the Prospective Bidder or its Allied firm or sister concern should not be blacklisted/de-barred or put on holiday, by BECIL or any other Public sector Enterprise or a Government Body, as on the date of submission of the bid.

That the Bid submitted by any of the Bidder, who is found to be blacklisted/ debarred or on a

Holiday list shall be out rightly rejected.

That in the event, if the Bidder chooses to be discreet and conceal about its status or about the status of any of its Allied/Sister concern of being debarred, then it shall be construed as a misrepresentation of facts and shall lead to an appropriate action by BECIL.

That the Bidder should not be undergoing any liquidation/insolvency proceedings on the due date of the submission of the bid. In case of any change in the status of declaration by the Bidder, the same shall be notified by BECIL to the Bidder in a span of seven days from the date of initiation of proceeding.

3.2 COST OF BIDDING

The Bidder shall be responsible to bear any costs associated with the preparation and submission of the Bid, and BECIL in no case, shall be responsible or liable for costs, inclusive of but not limited to bank charges, courier charges, site visits, expenses incurred for the purpose of demonstration and representation as desired by BECIL in order to assess the efficiency of the prospective Bidder, or any other expenses incurred for the submission of the Bid. That the Bidder shall be responsible for the costs/expenses regardless of the outcome of the bidding process.

3.3 ASSURANCE

The successful Bidder shall have to provide requisite documentation and satisfactory assurance of its capability and intention in regard to the supply of the goods and/or performance of the requisite scope of work/services pursuant to the award of the Contract within the time set forth herein

3.4 SITE VISIT

It shall be the responsibility of the Bidder to visit the Premises/Site wherein the work is to be performed or services is to be delivered to obtain all the requisite information that is necessary/essential for preparing the Bids and entering into a Contract. The cost of visiting the Site shall be borne by the Bidder.

The grant of permission by BECIL to the Bidder or its Authorized Representative , for the purpose of Site visit shall be contingent on the express condition that the Bidder and its representatives/agents shall indemnify the Company i.e. BECIL and its personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen. That in the event if the Bidder fails to visit the site, it shall not relieve it from the performance of its scope of work/obligations as per the Contract

3.5 CONTENTS OF THE BIDDING DOCUMENT

That the set of Bidding Documents, include the Annexures given herein below in addition to the Invitation for Bid, together with any amendment/addendum

i. Annexure -I Introduction and Brief Description
ii. Annexure II- Schedule Of Dates
iii. Annexure III- General Terms and Conditions
iv. Annexure IV- Scope of Work and Specification

v. Annexure V- Bid Evaluation and Matrix
vi. Annexure VI- Enclosures and Forms

3.6 CLARIFICATION OF BIDDING DOCUMENT

For any clarification related to using the portal, you may visit the below link:

https://becil.ewizard.in

https://becil.ewizard.in

(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.

(ii) Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.
(iii) Please feel free to contact ewizard helpdesk (as given below) for any query related to

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com

3.7 ADDENDUM/AMENDMENT TO THE BIDDING DOCUMENT

At any time prior to the deadline for the submission of the Bids by the Bidders, BECIL shall have the discretion to amend the bid at its own initiative or in sub-sequence to a clarification sought by the prospective Bidder.

The Amendment / Addendum shall form a part of the Bidding Document pursuant to clause 10 and clause 43 of the General terms and Conditions and the same shall be notified on the said procurement portal, so that the said addendum/amendment becomes binding on all the prospective bidders.

In the event of an Addendum/Amendment to the Bidding Document, the prospective Bidders shall be provided with a reasonable time for the purpose of preparation of their bids.

3.8 LANGUAGE OF THE BID

That the Bid and all correspondences and communication in connection with this Bid shall be in English language. The supporting documents to be submitted by the Bidder may be in another language provided they are accompanied by a certified translation. However, BECIL may also translate the documents on its own to avert the possibility of any irregularity and ambiguity.

3.9 EARNEST MONEY DEPOSIT

EMD/ Bid Security: The Bid Security amounting to **Rs. 1,34,00,000/-** (Rupees One Crore Thirty Four Lakh Only) will be submitted with bid by all the bidders in the form of BG/ online transfer/DD. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only

manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. The EMD submitted is refundable and no interest will be paid. The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact came to BECIL knowledge.

That the Earnest money deposit has been sought with an intent to protect the interests of M/s BECIL against the conduct of the Bidder which shall warrant the forfeiture of the earnest money deposit.

That any Bid not secured in accordance with Earnest Money Deposit will be rejected by BECIL by virtue of being un-responsive.

That the Earnest money deposit of all the Unsuccessful Bidders shall be discharged/returned not later than 45 days after the finalization of the tendering process, whereas the Earnest money deposit of the unsuccessful Bidder shall be discharge upon signing the Work Order/Agreement or upon acknowledging the award and on furnishing of the Performance bank guarantee/ Security deposit.

Exemption to MSME shall be given as per GoI guidelines. Notwithstanding any contained in the Contract, the Earnest money deposit shall be forfeited in the following circumstances-:

i. In the event of withdrawal of bid, by the Bidder during the bid validity period
ii. If the Bidder is found indulgent in fraudulent/collusive and coercive practice
iii. In the event if the Bidder modifies the bid after the due date and time for the submission of the Bids
iv. In the case of successful Bidder, if the Bidder fails to sign the work order/Agreement
v. In case if the Bidder fails to furnish the Performance bank guarantee/ security.

3.10 INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)

The Intent and important aspects of this Expression of Interest is (EOI) are as follows: -

BECIL intends to onboard an **OEM/OEM Distributor/OEM Channel Partner**. The selected partner will support BECIL in the execution of Tender No. GEM/2025/B/6958078 dated 02/12/2025 titled **'Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi'**

The intent of this EOI is to select an OEM/OEM Distributor/OEM Channel Partner of BECIL, subsequently work with BECIL for the above-mentioned tender if work gets awarded to BECIL. An MOU/ Agreement will be signed by BECIL with the OEM/OEM Distributor/OEM Channel Partne selected through this EOI, for preparation of bid and/ or participation in the above-mentioned tender.

In case the bid submitted by BECIL against the said tender, is accepted and BECIL receives Work Order/ Agreement from/ with the Client. BECIL may issue a Work Order to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

The OEM/OEM Distributor/OEM Channel Partner selected through this EOI, may be issued a work order by BECIL, for undertaking the work as per the above mentioned client's tender.

All terms and conditions of the client's tender, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the OEM/OEM Distributor/OEM Channel Partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

Performance Bank Guarantee (PBG): In case the said tender is awarded to BECIL, the PBG as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client's Tender. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender.

All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a bank guarantee (BG) of 110% of amount to BECIL in addition to the PBG.

The decision to engage the successful bidder as OEM/OEM Distributor/OEM Channel Partner shall be taken by the Competent Authority of BECIL and accordingly the respective agreement shall be signed.

Bidders are advised to go through the Scope of Work and terms & condition of the said tender to understand the requirement and challenges associated with locations prior to submitting their bids.

The selected agency shall not subcontract, assign, or transfer any part of its obligations, duties, or responsibilities to any third party without the prior written consent of BECIL. Any attempt to do so shall be considered a material breach, leading to immediate termination without any liability on the part of BECIL.

SECTION –II

IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

4.1 MPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N	ACTIVITY	SCHEDULED DATE & TIME
1.	**EOI Number**	**BECIL/PROJ/BT/ICT/GNCTD/25-26/EOI**
2.	**Date of Issue of EOI**	10.01.2026
	Last date and Time for Submission of bids	**13th January, 2026 at 11.30 Hrs.**
3.	**Bid Opening Date**	**13th January, 2026 at 12.00 Hrs.**
5	**Availability of Document**	https://www.becil.com; https://becil.ewizard.in
6	**E-tender Portal Fee** (Non-refundable)	INR 3,540/- E-tender Portal Fee (non-transferrable & non-refundable) payable through online e-Portal
7.	**Bidder Enrolment Fee** (Non-refundable)	INR 2360/- Bidder Enrolment Registration fee (non-transferrable & non-refundable) payable through online e-Portal
8.	**RFP document Fee (Form Fee) (Non-Refundable)**	INR 17,700/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online e-Portal
9.	**EMD/ Bid Security**	INR 1,34,00,000/- to be submitted with the bid. For detail refer clause 3.9
10.	**Address for communication of bids**	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
11	**Contact details for this EOI**	Sh. Binay Kumar Tiwari, DGM Tele- 0120-4177850 Email- binaytiwari@becil.com

4.2. INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

4.2.1 E-TENDER PORTAL FEE

The bidder has to pay a non-refundable **e-tender portal fee amounting to**

₹ 3540/- (Non-refundable) by way of on-line payment on e-tender portal before submission of the proposal.

4.2.2 SUBMISSION OF THE PROPOSAL

The bidders are advised to study the RFP document carefully. Submission of proposals shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. Bidders shall have to submit their proposal (Technical and Financial) online through the e-tendering website **https://becil.ewizard.in**

4.2.3 E-TENDERING PROCEDURE

(i) E-Procurement is the complete process of e-tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under **https://becil.ewizard.in**. These will be invited for online Bids. Bidder Enrolment can be done using "Bidder Enrolment".

(ii) The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on **https://becil.ewizard.in** the e-tendering portal as per uploaded bid.

(iii) More information useful for submitting online bids on may be obtained at: **https://becil.ewizard.in**

4.2.4 GUIDELINES FOR REGISTRATION ON PORTAL

(i) Bidders are required to enroll on the e-Procurement Portal by clicking on the link "Online Bidder Enrolment" on the e-tender Portal by paying the **Registration fee of Rs. 2360/- (inclusive of taxes).**

(ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

(iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.

(v) Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(vi) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

(vii) The scanned copies of all original documents should be uploaded in pdf format on portal **https://becil.ewizard.in**

(viii) After completion of registration payment, bidders need to send their acknowledgement copy on our **help desk mail ID: helpdesk@ewizard.com** for activation of your account.

Helpdesk Number : Tel 011-49606060 , 9355030616, 9560364871

4.2.5 SEARCHING FOR TENDER DOCUMENTS ON PORTAL

(i) There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

(ii) Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

4.2.6 PREPARATION OF BIDS ON PORTAL

(i) Bidders 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.

(iii) Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

(v) These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.2.7 SUBMISSION OF BIDS ON PORTAL

(i) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well 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 asindicated in the tender document as a token of acceptance of the terms and conditions laid down by BECIL.

(iii) Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) 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 price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete

the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

(v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(vi) The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.2.8 CLARIFICATION

For any clarification related to using the portal, you may visit the below link:

https://becil.ewizard.in

(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.

(ii) Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

(iii) Please feel free to contact ewizard helpdesk (as given below) for any query related to

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com

SECTION –III

EOI NOTICE & GENERAL TERMS AND CONDITION

5 EOI NOTICE

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of an OEM/OEM Distributor/OEM Channel Partner of BECIL, for collaborating with BECIL for participating in Tender No. GEM/2025/B/6958078 dated 02/12/2025 Titled **Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi**

5.2 The EOI must be submitted in English Only. All the documents including the supporting documents/ enclosures etc. must be Calibri/ Aerial/ Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by an English translated document. The English version shall prevail in matters of interpretation. EOI Documents which are not legible shall be rejected.

5.3 The representative of agency will require a specific authorization/ board resolution to submit the EOI.

5.4 In case the bidder has any doubt about the meaning of anything contained in the EOI document/pre-bid queries, they shall seek clarification within 2 days of issue of EOI. Except for any written clarification by Shri Binay Tiwari, DGM, BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract. In case of such clarification or otherwise, the extension in the bid submission date of the EOI shall be entirely on the discretion of BECIL taking into the consideration of end client's tender submission due date.

5.5 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the CMD, BECIL in this regard shall be final and binding on all.

5.6 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/ add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL and blacklisting of agency may be done for a minimum period of 3 years from participating in BECIL EOI/tenders

5.7 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.

5.8 The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.

5.9 Participation in the EOI by any bidder will be on "NO COST NO COMMITMENT" basis. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties

thereon. Further, BECIL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.10 For Consortium : Not Applicable

6 SUBMISSION OF EOI

6.1 EOI, complete in all respects, must be submitted online on the https://becil.ewizard.in.

6.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the bidders shall be applicable to the extended time frame.

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids.

6.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. The amendment will be notified on BECIL's website **http://www.becil.com & https://becil.ewizard.in** and should be taken into consideration by the prospective bidders while preparing their EOI.

6.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.6 The bidder shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.

6.7 The EOI should be duly signed on each page by authorized person. Documents authorizing the signatory /Power of Attorney must accompany the bid.

6.8 The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. In complete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder

6.9 Bidders have to take into account any changes/ amendments made in the end client's tender/ RFP through corrigendum till date of submission of bid in response of EOI.

6.10	**Checklist of documents/information to be submitted**	
	(a)	Bidder Particulars as per format.
	(b)	Certificate of Incorporation (for Company/LLP/Proprietorship)
	(c)	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration
	(d)	Audited financial statements for the last 3 years i.e. FY 2022-23; 23-24; 24-25.
	(e)	ITR Acknowledgment for last 3 years i.e. FY 2022-23; 23-24; 24-25
	(f)	Undertaking to provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender
	(g)	GST Registration Certificate
	(h)	Copy of PAN Card

	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour deptt etc.)
	(j)	Power of Attorney authorizing the person signing the bid for this EOI.
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	(l)	Undertaking in compliance to Office Memorandum No. F. No. 6/18/2019-PPD, Dated 23-07-2020, Department of Expenditure, Ministry of Finance as per Clause 10 below.
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
	(n)	Pre-Contract Integrity Pact as per Annexure-A
	(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(p)	Declaration regarding acceptance of Terms and conditions of EOI.
	(q)	Undertaking for compliance with signing of Non-disclosure agreement as per clause 39 below.
	(r)	Undertaking for payment of EMD/ Bid Security if selected **or** claiming EMD exemption under MSME enclosing the relevant documents **such as registration certificate with MSME.**
	(s)	Undertaking regarding absence of Conflict of Interest as per clause 14 below
	(t)	~~Consortium agreement in case where bidder is consortium~~

7 OPENING OF EOI

7.1 The bids submitted against this EOI shall be opened on **13.01.2026 @ 12:00** Hrs. BECIL reserves the right to change the date of opening of bid.

7.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

8. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein, shall be construed as establishing a relation of master and servant or of Agent and Principal as between the Bidder/Agency and BECIL.

9. INTELLECTUAL PROPERTY RIGHTS:

9.1 Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

9.2 The Bidder shall, not later than upon termination or expiration of this Contract and/or subsequent Agreement/Contract signed with the Bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

9.3 The Bidder shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.

9.4 The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this Contract. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

10 LAND AND BORDER PROVISION

10.1 The Undertaking at Annexure-K shall be submitted by the Bidder in line with the guidelines issued vide the Office Memorandum, No. F. No. 6/18/2019 dated 23.07.2020, by the Department of Expenditure, Ministry of Finance, Govt. of India.

11 INDEMNITY

11.1 The Bidder shall indemnify, save, hold harmless and defend BECIL and its officers, servants, employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:

a) Deficiency in the Bidder's performance of its scope of service of breach of any of its obligations or scope of work.
b) Actions by the Bidder that causes BECIL to be indirect or direct consequential, breach of the main contract.
c) Any claims by employees, suppliers, creditors or other persons in a relationship with the Bidder.
d) Any claims of infringement , misappropriation or otherwise by third parties in regard to the execution of the works.

12 CODE OF INTEGRITY

12.1 No official of BECIL or the Bidder shall act in contravention of the codes which includes Prohibition of:

a) Offering of any bribe or undue gratification in any form to BECIL/Client or its officials, or indulging in any corrupt practices.

b) Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial

or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.

c) Improper use of information provided by BECIL to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.

d) Any financial or business transactions between the Bidder and any official of BECIL/Client related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.

e) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

f) Obstruction of any investigation or auditing of a procurement process.

g) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

13 CONFLICT OF INTEREST

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Form of Declaration. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

b) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or

c) Has the same legal representative/ agent as another Bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

d) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or

e) Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice- versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub- contractor in more than one bid; or

f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:

(i) are directly or indirectly involved in the preparation of the Tender document or

specifications of the Tender Process, and/or the evaluation of bids; or

(ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

14 UNDUE INFLUENCE

a. The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL/Client or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

b. Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECIL to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

15 UNLAWFUL/UNETHICAL PRACTICES

15.1 If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

15.2 Any intentional omission or misrepresentation in the documents submitted by the Bidder for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

15.3 If the Bidder uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the contract:

16 PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST, UNLAWFUL/UNETHICAL PRACTICES AND UNDUE INFLUENCE

16.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.

16.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder from the dues payable to the bidder in the present or any contract with BECIL, including imposition of penal damages.

16.3 Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of unlawful practices or use of undue influence by

the Agency.

17 BLACKLISTING/ DEBARMENT

17.1 The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

18 RISK AND COST CLAUSE

18.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.

18.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

18.3 Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Bidder including unexecuted portion of work/ supply does not appear to be executable within balance available period.

18.4 Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.

18.5 Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.

18.6 Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder

18.7 Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.

18.8 Or any other condition mentioned in client tender.

19 PENALTIES

19.1 In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Bidder.

19.2 The Bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

20 CONFIDENTIALITY

a. The Bidder recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.

b. The Bidder recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Bidder 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Bidder 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the Bidder's obligations hereunder except when required to disclose under the due process and authority of law.

21 RIGHT TO INSPECTION

a. That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Bidder's premises, personnel and records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the Bidder to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as sand when required.

b. That BECIL shall have the right to review and monitor the performance of the Bidders on a continuous basis system integrator shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

22 TERMINATIONS

a. Termination of Contract by BECIL due to unsatisfactory performance

a) If the Bidder refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:

b) To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

b. Termination due to Breach

a) BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the Agency/ Bidder, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.

b) The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:

(i) If the Bidder has abandoned or repudiated the Contract;
(ii) If the Bidder has without valid reason failed to commence work on the project promptly;
(iii) If the Bidder has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
(iv) If the Bidder defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;
(v) If the Bidder has obtained the contract as a result of undue of influence or adopted unethical means/ corrupt practices.
(vi) if the information submitted/furnished by the Bidder is found to be incorrect;

c. Termination due to Insolvency

a) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-

b) To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

d. Termination for Convenience

BECIL can terminate the Agreement by serving a 30 day notice without assigning any cause or reason to the Bidder/ selected agency. The contract shall be deemed terminated after a period of 30 days from

the date of termination notice.

23 POST TERMINATION RESPONSIBILITY

23.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.

23.2 That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.

23.3 The Bidder shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

23.4 That in the event of termination under clause 17.1 and 17.2 the whole or part of the performance security furnished by the Agency/Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Bidder any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

24 NOTICES

24.1 Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the Bidder and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the ether Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as set out below:

Mr. Binay Kumar Tiwari,
DGM, BECIL Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: binaytiwari@becil.com

25 NO WAIVER

25.1 No waiver of any term, provision, or condition of this Contract, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Contract, unless the same is agreed upon and recorded in writing with mutual consensus of both the parties.

26 AMENDMENT:

26.1 Unless otherwise stated expressly, this Contract shall be modified only by an instrument in writing duly executed by both the parties.

27 ARBITRATION

27.1 Conciliation of Dispute

a. Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled mutually and amicably between the Parties, within a time span of **thirty days** from the date of invocation of dispute vide a written notice by the Aggrieved party. The Aggrieved Party shall notify the other party in writing about such dispute(s)/difference(s)/issue(s) between/amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Notice/Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/issue(s) to enable the other Party to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), as well as the amount of monetary claim.

b. That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

27.2 Reference of Dispute to Arbitration proceeding post conciliation

a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.

b) The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.

c) The Arbitration Proceeding shall commence within a span of **thirty days** from the date of receipt of Invocation Notice complete in all respects as mentioned above,

d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empaneled with the Delhi International Arbitration Centre.

e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.

f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.

g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.

h) That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.

i) That if BECIL considers that a dispute under this contract, involves an issue that is related to a dispute under the main contract, then in that event, the Bidder shall assist the main contract, then in that event, the Bidder during the course of arbitration/legal proceedings emanating from the main contract. Then in that event of initiation of arbitration/legal proceeding , under the main contract , no dispute tied directly to the main contract shall be concurrently referred by the Bidder

28 JURISDICTION

28.1 This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of India. The Courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Contract.

29 Force Majeure

29.1 For the purpose of this Contract, the term "Force Majeure" shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance ,and which makes a Party's performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , confiscation or nay other action by the Government Agencies.

29.2 Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party's agents or employees , nor(ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.

29.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

30 SUBCONTRACTING

30.1 The Bidder shall not subcontract the entire or any portion of the work to be performed by it, without the prior written consent of BECIL.

31 EXTENSION OF TIME

31.1 It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone for the completion of work after discussion with the Client and its officials.

31.2 Any period within which Bidder is unable to complete the work or perform its obligations due to persistence of force majeure event, shall be extended for a period equal to the time during which the Bidder was unable to perform such action.

31.3 Any extension of time agreed upon mutually shall be documented in writing and signed by both the parties to be affected.

32 ASSIGNMENT:

32.1 All terms and provisions of this RFP and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.

32.2 Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.

32.3 BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

33 COMPLIANCE WITH APPLICABLE LAW:

Each Party to the Contract/ Agreement / work order accepts that its individual conduct shall (to the extent applicable to it) always comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken. In case of changes in such laws, rules and regulations which result in a change to the Services, shall be dealt with as an exceptional situation with the objective to realign the part getting violated under the revised laws with minimal changes to achieve the objective existent prior to the change. For avoidance of doubt, the obligations of the Parties to the Contract are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

34 SEVERABILITY:

34.1 If any provision of the Contract/ Agreement / work order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or un-enforceability of such provision or part provision shall not affect the other provisions of the Contract/ Agreement / work order or the remainder of the provisions in question which shall remain in full force and effect. The concerned Parties shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the economic, social, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

35 ENTIRE CONTRACT:

35.1 The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the RFP, all the corrigendum's, response to queries etc. that may be issued against this RFP and the Bidder's offer including presentation and all supporting documents shall constitute the entire Contract/ Agreement / work order between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

36 LIQUIDATED DAMAGES

36.1 If the Bidder fails to achieve the completion of the work in accordance with the scheduled completion date as given in the Contract or the subsequent Work Order issued thereto, BECIL may without prejudice to any other right or remedy available to it as under the Contract or Law:

36.2 In case of any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire quantum of liquidated damages to the bidder/ selected agency on back-to-back basis.

36.3 The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.

36.4 BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL 's right to claim such amount against Bidder's Bank Guarantee) from this Contract or any other contract with BECIL.

36.5 Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

37 POWER OF ATTORNEY

Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the duly authorized representative of the firm/ company whose signature should be verified and certificate of authority should be submitted. The power of attorney or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.

38. SIGNING OF NON-DISCLOSURE AGREEMENT

Except with the written consent of the Buyer, the bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

Bidders interested to participate in this RFP, shall have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100. Participation without undertaking for compliance to above shall be invalid and such bids shall not be considered by BECIL.

39. MSME

39.1. The Bidder acknowledges and confirms that BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the Bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.

39.2. Since the payment is agreed to be on back-to-back basis upon receipt by BECIL from the Client, the Bidder agrees to waive any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Bidder Agreement. The Bidder further waives its right to claim Interest on delayed payment by BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.

39.3. The bidder to give the undertaking as per Annexure – M, on a non-judicial stamp-paper of Rs. 100.

SECTION –IV

SCOPE OF WORKS

41. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

41.1 For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.** (*Bidders are instructed to check for any new corrigendum/amendments etc. before bidding*)

Client's Tender Reference No:. GEM/2025/B/6958078 dated 02/12/2025 Titled '**Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi**'

Website: gem.gov.in

41.2 All the Scope of work and relevant General Condition as well as special condition of the client tender shall be applicable to the selected bidder on back to back basis and the same shall be part of the agreement signed between BECIL and selected bidder.

SECTION –V

ELIGIBILITY CRITERIA

42. ELIGIBILITY CRITERIA AND EVALUATION OEM DISTRIBUTOR/OEM CHANNEL PARTNER

S.No.	Eligibility Criteria	Documents to be submitted
1	**Legal Entity -** The Bidder should be an entity registered/ incorporated in India under one of the following statutes: the Companies Act, 2013 or 1956; the Limited Liability Partnership Act, 2008; or the Indian Partnership Act, 1932. The Bidder shall have been in operation for at least Five (5) years as on last date of bid submission.	a. RoC certificate in case of Company. b. Partnership Deed in case of Partnership Firm. c. Self-Declaration on Letter head with PAN & GST numbers in case of Proprietary Firm. d. Memorandum and Article of Association e. Other relevant documents in case of company, proprietors and Partnership firm indicating details of Director/ proprietors/ Partner f. The bidder shall have the registration with EPFO and ESIC. g. Other registration certificate, if any required.
2	The **bidder** should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.	Certificate by the Bank. **Note: Certificate must be issued after the publishing of this EOI.**
3	The **Bidder** should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt./ PSU/Autonomous bodies as on date of submission of the Bid.	"Self-declaration for blacklisting as per the given annexure" duly signed by authorized signatory signing the bid, Should be submitted.
4	The Average Annual Turnover of the **bidder for** the last three financial years ending 31 March 2025 should be at least INR. 9.0 Crores.	a. Certificate by the CA as per Annexure D. b. Audited financial statements of last three financial years. c. ITR Acknowledgment last three financial years. **Note: CA certificate must be issued after the publishing of this EOI.**
5	The bidder should have positive net worth and must be profit making entity as per the audited financial results for the last three Financial Years ending 31 March 2025.	

6	**Bidder** must have the solvency / credit facility / financial capability from the bank for minimum value of INR 8.5 Crore. (On the basis of splitting applied / Maximum allocated work being 50% of estimation)	Certificate/ Sanction letter from the Bank. Certificate must be issued after the publishing of this EOI.
7	Bidder should have undertaken work related to supply of Computer Systems/ setting up of ICT Labs in India with any Govt/semi-govt/public sector organization during last 7 years from Bid Submission Date: (a) One project of similar nature costing not less than amount equal to INR 18 Crore OR (b) Two projects of similar nature costing not less than amount equal to INR 11.4 Crore OR (c) Three projects of similar nature costing not less than the amount equal to INR 9 Crore	Copy of work orders/ Contract (highlighting scope of work and relevant project specifications) and Completion/ Experience Certificate or any other Proof of work completion
8	**Certification -** Bidder has to submit valid ISO 9001 for Quality Management System	Valid Copy of ISO Certificate
9	**Authorization Letter –** OEM distributor/Channel Partner should submit Manufacturer's Authorization Form (MAF) from OEM for below equipment's: (i) Desktop Computer Systems (ii) Printer cum Scanner (MFP) (iii) UPS Only those OEMs which have been in operation for at least Five (5) years in India as on last date of bid submission shall be proposed.	MAF as per the format B8 annexed in Volume - IV of RFP
10	All Annexure and Undertakings/ information requested by client in tender document should be submitted to BECIL on back to back basis.	Relevant annexures as per bidder eligibility to be provided as per original tender.
11	**Undertaking for Compliance to all specification items -** The Bidder will indicate the exact make and model for all the equipment's, adhering to the specifications provided at Appendix-I so that their performance eligibility could be assured as per specifications mentioned at Appendix -I. Bidder would supply only those makes and models which have been accepted during technical evaluation. Models with higher specification may be considered at the request of Bidder. (Note: OEMs proposed by the Bidder will also be evaluated for Minimum Eligibility as per conditions mentioned 4.1 (B))	Technical Compliance Statement as per format B10 annexed in Volume – IV of RFP

10	Bidder (OEM distributor/OEM Channel Partner) should meet OEM criteria at 4.0 (B) (Minimum eligibility criteria for OEM proposed by OEM Distributor/OEM Channel Partner) as per Customer's RFP	As required in the eligibility criteria as per the customer's RFP, undertaking/ certificate from OEM is required. The bidder's undertaking is required wherever the term 'bidder' is referred in the tender docs.
11	Local Presence – Bidder should have a local office in NCT of Delhi. However, if the local presence is not there, the selected bidder should give an undertaking for arranging for the same within one month of award of the contract.	Undertaking on Bidder's Letterhead signed and stamped by authorized signatory as per format B9 annexed in Volume – IV

43. PRELIMINARY EVALUATION

41.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order.

41.2 BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

41.3 In case only one bid is received or during the Technical Evaluation only one bidder qualifies for the next stage of the evaluation process, BECIL reserves the right to accept/ reject the bid.

41.4 In case two bids are received from the same bidder, both the bids will be rejected.

44. EVALUATION PROCESS

44.1 No enquiry/ query shall be made by the bidders during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder. However, the Evaluation Committee/ its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidders, which the bidder must furnish within the stipulated time else the bids of such defaulting bidders will be rejected. The proposal will be evaluated on the basis of its content, not its length.

44.2 The bidder's proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidders are required to submit all required documentation as per evaluation criteria specified in EOI.

44.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/ forged documents will lead to forfeiture of security deposit/ EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL EOI/tenders.

44.4 BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements will be liable to be disqualified at BECIL's discretion.

44.4.1 Evaluation of proposals shall be based on:

44.4.2 Information contained in the proposal, the documents submitted there to and clarifications provided, if any.

44.4.3 Experience and Assessment of the capability of the bidders based on past record.

44.5 BECIL reserves the right to seek any clarifications on the already submitted bid documents. BECIL also reserves the right to cross verify the information with any agency.

44.6 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

44.7 Even though bidder satisfy the necessary requirements they are subject to disqualification if they have:

44.7.1 Made untrue or false representation in the form, statements required in the EOI document.

44.7.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

44.8 The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the EoI.

45. FINANCIAL EVALUATION:

45.1 Bidders are advised to quote the lump sum amount of the BOQ as per the Price bid format provided. The successful bidder will be determined based on the Lowest offered rates ranked as L-1, where L1 indicates the Lowest price offered to BECIL as per price format

45.2 L1 bidder may be called for further negotiations, if required.

45.3 A Pre-Bid agreement shall be signed by BECIL with the successful declared L1 bidder.

45.4 The final price quoted in the end client's tender will include the BECIL margin, as determined by BECIL.

45.5 The selected agency will not be allowed to increase the price quoted to BECIL during the final tender submission.

SECTION –VI

ENCLOUSERS AND ANNEXURES

(Annexure-A)

PRE-CONTRACT INTEGRITY PACT

Between

Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as **"Principal")**

And

…..... hereinafter referred to as **"The Bidder/Contractors"**

Preamble:

The Principal intends to award, under laid down organizational procedures, contracts **for……** The Principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude all known prejudiced persons from the process.

1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1. The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

2.2. The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to

Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

5.1. The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2. If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banking of business dealings".

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

6.1. The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

6.2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3. The Principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

Section 8 – External Independent Monitor/Monitors

8.1. Principal may appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).

8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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 is under

contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

8.4. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8.7. If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, M/s. Broadcast Engineering Consultants India Limited.

Section 10 – Other provisions

10.1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the Principal, i.e., New Delhi.

10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.

~~10.3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.~~

10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

FOR AND ON BEHALF OF CONTRACTOR FOR AND ON BEHALF OF PRINCIPAL

Annexure-B (BANK MANDATE FORM)

यूनियन बैंक Union Bank of India

(A Govt. of India Undertaking)
MID CORPORATE BRANCH, DELHI SOUTH
D -26-28, Connaught Place, NEW DELHI -110001
Tel:+91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL
Email: ubin0549797@unionbankofindia.bank

Ref.: MCB:ADV:ATL:2022-23: Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No.	0120-4177861
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager - (Finance and Accounts)
	(d) E-mail Address	panditmd@becil.com
	(e) Mobile No.	+91-8130918866
B	Bank Particulars	
i	Bank Name	UNION BANK OF INDIA
ii	Bank Contact No	+91-9137849790
iii	Branch Address with Pin Code	26/28, 1st Floor, D Block, Connaught Place, New Delhi, 110001.
iv	BSR Code	549797
v	MICR	110026046
vi	SWIFT CODE	UBININBBNDL
Vii	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
VIII	Bank Account Number as appearing on the Cheque Book	565101000065461
ix	Bank Account Type	Overdraft
X	If other, Specify	--

**This certificate is issued on the specific request of our customer without any risk and responsibility on the part of the bank or any of its employees.*

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

(Annexure – C)

Particulars of The Bidder

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	GST registration certificate	
10.	Whether an assessed of income tax. If so, mention permanent account number.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order and tender amount. (Furnish details in a separate sheet and enclose copy of the employers certificate)	
13	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	
15.	Certificate of financial capability / credit facility issued by the bank.	

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

(Annexure – D)

Annual Turnover & Net worth

(To be printed on implementing agency's letterhead and signed by Authorized signatory.)

To
The General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-
201307

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2022-23			
2	2023-24			
3	2024-25			
	Average			

*Enclose Audited Financial statement for above mentioned period along with audit report.

Note: The required certificate from CA with UDIN No. is enclosed along with this form. Certificate without UDIN No. will be rejected.

Signature of Authorized Signatory
Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

(Annexure – E)

Performa of letter of Undertaking for Bid Validity

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-
201307

Reference: EOI No. <<>> dated << 202X>>

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 240 days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

(Annexure – F)

Bid Covering Letter

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-
201307

Reference: EOI No.<<>> dated << 202X>>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions/ services to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid sealed on the <URL of e-Procurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <240> days as stipulated in the EOI document.
We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

(Annexure – G)

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

(Annexure – H)

Self-Declaration For Non Black Listing

ON BIDDER'S LETTER HEAD

Bidder Ref. No.
…… Dated :
…….
.

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-
201307

We, M/s. ---------- hereby declare that the firm/company namely M/s. ----------, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government or State Government or any organization under Central/ State Government or any Statutory Authority, or any Public- Sector Undertaking.

M/s ……. has not been found guilty of any criminal offence by any court of law in India or abroad.

M/s ……, its directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statement or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of the procurement process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Signature of Authorized Signatory
Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

(Annexure – I)

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref…….. Date

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Limited, 56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)

Subject: Undertaking regarding Payment of GST/ Filing of GST Return

Dear Sir,

This is in connection to the works awarded by M/s Broadcast Engineering Consultants India Limited (BECIL), we hereby undertake that we will comply with Goods and Services Tax 2017 and subsequent amendment and Various Rules Relating to GST Act, 2017(herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

We further hereby undertake that we will issue proper **"Tax Invoice"** and/or any other Relevant Document as required under GST Act and Rules. We will furnish appropriate GST return and pay GST as required under GST Act and Rules on timely basis and will provide GST credit on timely basis through GST Portal (and/or by any other means as provided by GST Act and Rules).

We hereby certify & undertake that we will not alter, delete or modify the tax invoices and other details uploaded at GST Portal unless approved by BECIL in writing. We hereby certify all the relevant document along with tax invoice as the case may be

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Signature of Authorized Signatory on behalf of

Agency Address: _____
Mobile: _____
Email ID: _____

(Annexure- J)

Power of Attorney for signing the Bid on Rs. 100 Stamp Paper

KNOW ALL MEN BY THESE PRESENTS,

We, [Name of Bidder] do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of **"_____"**, as our true and lawful attorney *(hereinafter referred to as the "Attorney")* to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project "**Name of Project"** of "_____**"** (the "client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client. The act done by _(Name of authorized person) will be binding on the selected bidder.

IN WITNESS WHEREOF WE, (Name of Bidder)_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

Date_____**.**

For **Name of Bidder**,

Executed

Accepted

Witnesses

(Annexure- K)

LAND BORDER DECLARATION CERTIFICATE

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

EOI Document No: …… Date: …….
Bidder's Name, Address & contact details:
……. Bidder's Reference No.
…….. Date: …….

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

I/We certify that this Bidder is not from such a country or if from such a country has been registered with the Competent authority. I hereby certify that this bidder fulfills all requirements in this regard

I/We certify that this Bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

_____

(Signature with date)

_____

(Name and designation)

Duly authorized to sign Bid for and on behalf of

_____

(Name & address of the Bidder and Seal of Company)

(Annexure- L)

PRICE BID FORMAT

Selection of OEM/OEM Distributor/OEM channel partner for Establishment of ICT Labs

Supply, Installation, Commissioning and Onsite maintenance support for 5 years for below component's as per the specifications and scope provided in the RFP

Item No.	BOQ Item	Make / Model	Unit Rate (excl. of GST) in INR	Unit Rate (incl. of GST) in INR	Quantity	Total Cost (all inclusive) in INR
1	2	3	4	5	6	7 = (5) x (6)
A	Desktop Computer Systems pre-installed with licensed Operating System + Speaker + Webcam	HP / Prodesk 2 G1a			**7400**	
B	Server - Computer system with high configuration	HP / Prodesk 2 G1a			**175**	
C	Anti-virus (Licensed for 5 years)	Quick heal			**7575**	
D	Printer cum Scanner (MFP)	HP/ Laserjet MFP 233Dw			**750**	
E	UPS	AVO / AVO 650			**7575**	
F	Networking and Accessories for High-speed LAN to connect all systems in each Computer Lab	As per site requirement			**175**	
G	External Hard Disk (2 TB) for backup				**175**	
	Total Project Cost					

Note:

1. All rate to be filled in Indian Rupees.

2. The price breakup as per the above format to be uploaded as part of Financial Proposal in the GeM portal. This is in addition to the lumpsum rate to be quoted by the Bidder on the GeM portal to undertake the work.

3. The Financial Proposal shall not be included with the Technical Proposal or submitted in the physical form. Non-compliance with this requirement will result in rejection of the Bid.

4. Make/Model shall be strictly as mentioned above; however, a higher or better configuration of the same Make may be offered.

.

MSME UNDERTAKING **(Annexure – M)**

(To be given on a Rs. 100/- Stamp Paper)

This Undertaking is made on this ___ day of _____*, 2025*, by: _____

M/s. [Name of Bidder], having its registered office at…….. [**address**] (hereinafter referred to as the "**Bidder**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns);

IN FAVOUR OF:

Broadcast Engineering Consultants India Limited (BECIL), a distinguished Mini Ratna Public Sector Enterprise, having its Corporate Office at BECIL Bhawan, C-56, A/17, Sector-62, Noida - 201307(UP) (hereinafter referred to as the "**BECIL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns).

WHEREAS:

1. The **Principal Employer/client**, have awarded the work for execution of the project to BECIL.
2. BECIL through this EOI intends to onboard on OEM/OEM distributor/OEM Channel Partner.
3. As per the terms of the EOI, BECIL shall release payment to the selected Bidder/bidders only after receiving the payment from the Principal Employer**/**client.

NOW THEREFORE, the bidder hereby undertakes and agrees as follows:

1. The bidder acknowledges and confirms that the BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.

2. The Bidder waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement. The bidder further waives its right to claim Interest on delayed payment by the BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.

3. This obligation shall survive the termination or expiry of the Contract signed with the successful bidder selected through this EOI process.

Signature & Stamp of Bidder

(Annexure- N)

PRE-BID AGREEMENT

between

Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise) C-56 /
A-17, Sector- 62 Noida- 201307,
U.P.

and

[vendor name]
[Vendor Address]

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SCHEDULE 1: DETAILED SCOPE OF WORK

PRE-BID AGREEMENT

This Pre-Bid Agreement is executed at Noida on this **__th day of _____ 2025** ("**Effective Date**").

Between

Broadcast Engineering Consultants India Limited, a Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through **Binay Kumar Tiwari** (hereinafter referred to as **"BECIL or First Party")** which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s [Vendor full Name], registered under the Companies Act, 2013, having registered office at [Vendor full Address] acting through Mr. [Vendor representative name] (hereinafter referred to as "[**Vendor short name]" or "Second Party"**) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

BECIL and [vendor name] are individually referred to as "**Party**" and collectively as "**Parties**".

ARTICLE 1: PREAMBLE

WHEREAS BECIL represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna, Central Public Sector Enterprise (CPSE) of Government of India, which was established on 24th March 1995. BECIL provides Project Consultancy services, Turnkey solutions, System integration, Operation & Maintenance for the entire gamut of radio and television broadcast engineering. BECIL has also diversified into the domain of businesses pertaining to Strategic National Importance and has won major Projects/ Tenders in the field of Security & Surveillance, IT Networking & Data Centre and Communication Intelligence, Third Party Audit of Optical Fiber Networks.

WHEREAS [vendor name]_____intro_____.

WHEREAS [Client full name] (hereinafter called "[**client short name]**") has issued a tender vide tender no. _____dated DD.MM.YYYY for [clients Tender Name] hereinafter referred to as "Tender"/"Work"/"Project" (hereinafter called as **Tender or [client short name] Tender or Primary Tender**)

WHEREAS BECIL published EOI No. _____dated DD.MM.YYYY (hereinafter referred as "**BECIL's EOI**") for [EOI title/name].

AND WHEREAS [vendor name] has been selected as OEM/OEM Distributor/OEM Channel Partner through the BECIL's EOI process.

AND WHEREAS Parties have accepted to execute the contract if awarded by [Client Name] and shall abide by all terms and conditions of such contract signed thereof.

AND WHEREAS BECIL & [vendor name] **have jointly accepted to collaborate to prepare and submit its competitive bid against the** Tender for [Client Tender Name] floated by [Client Name] vide tender No. _____dated DD.MM.YYYY.

AND WHEREAS, this Pre-bid agreement is executed solely for the purpose to bid for the tender issued by

[Client name] for [Client Tender Name] and may be superseded by an inter se agreement once the tender is awarded to BECIL.

AND WHEREAS the parties agreed to join its hand on following terms & conditions:

1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the agreement documents referred to.

1.2 The Parties wish to work together with the understanding that BECIL shall act as the bidder (sole bidder) and **[vendor name]** as Back end partners for participating in the [Client Name] tender.

1.3 The following documents shall be deemed to form and be read and construed as part of this Agreement–

1.3.1. Tender for [Client Tender Name] vide tender No. _____dated DD.MM.YYYY.

1.3.2 BECIL's EOI No. _____dated DD.MM.YYYY for [EOI name].

1.3.2 [vendor name]'s bid received against the BECIL's EOI.

ARTICLE 2: GENERAL

1.1. PURPOSE:

BECIL, as the sole bidder, shall participate in the bidding process in primary tender of [Client Name] . The other party shall function as a back-end OEM/OEM Distributor/OEM Channel Partner to support BECIL in fulfilling its obligations under the bid.

The back-end OEM/OEM Distributor/OEM Channel Partne **hereby undertakes not to participate individually, directly or indirectly, or as part of any other consortium/ arrangement for said tender, either independently or through any of its associates.**

2.2 Representation of the Parties: [vendor name] represents to BECIL that as on date of signing this Agreement:

2.2.1 [vendor name] is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

2.2.2 That the execution, delivery and performance by [vendor name] of this Agreement has been authorized by all necessary and appropriate corporate or governmental action, and will not, to the best of its knowledge:

(a) Require any consent or approval not already obtained;

(b) Violate any Applicable Law presently in effect and having applicability to it;

(c) Violate the Agreement and articles of association, by-laws or other applicable organizational documents thereof;

(d) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage contract, indenture or any other instrument to which [vendor name] is a party or by which [vendor name] or any of their properties or assets are bound or that is otherwise applicable to [vendor name];

(e) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of [vendor name] so as to prevent such Parties from fulfilling their obligations under this Agreement.

2.2.3. [vendor name] has not been black-listed by Central/ State Government or any other Government PSU and are not facing/ likely to face any disciplinary proceedings under Indian or under laws of any other country.

2.2.4. That this aforementioned TENDER is the legal and binding obligation of such Parties, enforceable in accordance with its terms against it;

2.2.5. That there is no litigation pending or, to the best of [vendor name] knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

2.2.6. That there is no legal action/dispute initiated or pending on [vendor name] at the time of signing of this Agreement which is likely to concern or affect BECIL in any manner. If any such case is found pending, the agreement will automatically become invalid and the agency will be penalized by withholding the EMD/ PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

3.1 Project Background

From Client's Primary Tender

3.2 Scope of Work

The detailed scope of work for System Integrator has been given in the Schedule- I to this Agreement. For the detailed scope of work [vendor name] shall also refer to the primary tender document, its amendments in the form of corrigenda and subsequent contract signed between BECIL and [Client Name]in the event of award of tender.

ARTICLE 4: ROLES AND RESPONSIBILITIES

4.1 BECIL and [vendor name] hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of [Client Name] Tender/Work/Project (as per scope of aforementioned BECIL's EOI & [Client Name] tender).

4.2 DUTIES & OBLIGATIONS OF [vendor name]

4.2.1. [vendor name] will supply entire range of services for efficient completion of scope of works under the [Client Name] tender**.**

4.2.2. For the project to be undertaken, [vendor name] would formulate state-of-the-art, optimum and **General Standards of performance.** [vendor name] shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards. [vendor name] shall act at all times so as to protect the interests of BECIL.

4.2.3. [vendor name] have read and understood the terms and conditions of the [Client Name] tender and it agree to support BECIL in abiding by those terms and conditions.

4.2.4. [vendor name] confirms that they understood on-ground technical complication and they agree to have taken into consideration the manpower required on the basis of the scope of work.

4.2.5. [vendor name] **has understood the requirement in terms of ROW, Terrain and other clearances required to execute the project. They agree to manage these requirements at their own cost without any liability on BECIL in this regard.**

4.2.6. [vendor name] **have agreed to accept all the challenges with regard to Time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties and confirm, to abide by the timeline in-case the project is awarded.**

4.2.7. [vendor name] **has agreed to accommodate the change in scope of work by [Client Name] whether or not incidental and ancillary, to achieve the objective as per the [Client Name] tender requirement, without any additional cost to BECIL.**

4.2.8. [vendor name] **have agreed to abide by all the terms on back to back basis as per the System Integrator duties and Obligations as specified in the [Client Name] tender.**

4.2.9 [vendor name] **shall be responsible for the detailed Scope of Work at Clause 3.2 and Schedule 1 of this agreement.**

4.2.10 Since payment conditions are on back to back basis and time is the essence of the project; [vendor name] should maintain sufficient liquidity/funds for timely and smooth execution of the project.

4.3. DUTIES AND OBLIGATIONS OF BECIL

4.3.1. BECIL shall act as coordinator/ Project Management Consultant. Providing timely feedbacks and correspondences with the [Client Name] on the various stages of project deliverables.

4.3.2. To ensure the technical, commercial and administrative coordination of the project.

4.3.3. To lead the contract negotiations of the project with the [Client Name] authority.

4.3.4. In the event of project getting awarded, BECIL shall act as the only channel of communication

between the [Client Name] authority and [vendor name] to execute the project/ Agreement.

4.4. RESPONSIBILITY MATRIX

In addition to the aforementioned duties and obligations of the parties, the Agreement will cover the following scope to be undertaken by Parties as mentioned in the Responsibility Matrix given below.

P-Primary Responsibility
S-Secondary
Responsibility J- Joint
Responsibility
N- No Responsibility

S.NO.	Description	BECIL	[vendor name]
	PRE-BID RESPONSIBILITY		
1.	Pre-bidding site survey, if any	**S**	**P**
2.	Fully complied technical bid response preparation as per tender Terms & Conditions.	**J**	**J**
3.	Competitive commercial bid preparation as per tender	**J**	**J**
4.	Documentation and correspondence with the customer.	**P**	**N**
5.	Provisioning of EMD/ Bid Security as per tender requirement.	**P**	**S**
6.	Provision of Back to Back EMD except by MSE/Start Ups as per GoI guidelines.	**N**	**P**
7.	Provisioning of any other required document for bidding.	**J**	**J**
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	**J**	**J**
9.	Any Presentation if required during the tender evaluation.	**S**	**P**
10.	Any other relevant follow up, correspondence and meetings with customer.	**P**	**S**
	POST-BID RESPONSIBILITY (In the event of winning the contract)		
1.	Signing of contract with the [Client Name]	**P**	**N**

2.	Submission of PBG to [Client Name]	**J**	**J**
3.	Submission of back to back PBG to BECIL	**N**	**P**
4.	Any relevant follow up, correspondence and meeting with the customer	**P**	**S**
5.	Executing the entire Scope of Work to the satisfaction of the [Client Name] .	**S**	**P**
6.	Providing project finance/working capital for timely execution of the project.	**N**	**P**

4.5 COVENANTS: The Parties hereby undertake that in the event the BECIL is declared the selected Bidder and awarded the project, BECIL shall enter into an Agreement with [Client Name] for performing all the obligations as **System Integrator**.

ARTICLE 5: COOPERATION OF THE TRANSACTION

5.1 The parties agree to abide by the broad Responsibility Matrix mentioned above and forms an integral part of this Agreement including all the tender terms such as General Requirements, Technical Parameters, Commercial Aspects, Evaluation and Acceptance criteria of the tender, Guarantee/ Warranty terms etc.

5.2 Expenses towards preparation of proposal, submission of bid and other allied activities for submission of bid will be undertaken by the respective parties at their own cost.

5.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party's consent - alone or together with another PARTY take part in any agreement or proposal with regard to this tender.

ARTICLE 6: PERIOD OF AGREEMENT

6.1 The term of this agreement shall be for___Months ("Term") from the date of signing of this agreement ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this agreement and to such obligations and commitments in relation to the Tender/Work/Project under the scope of BECIL's EOI & [Client Name] tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this agreement can be extended by mutual agreement between the Parties, depending upon the requirement

NB- Completion shall mean certificate of Completion issued by BECIL.

ARTICLE 7: PAYMENT AND COMMERCIAL

7.1. BECIL will Provision the EMD to [Client Name] as per the Primary tender requirement.

7.2 [vendor name] will provision for Back to Back EMD of equal amount to BECIL, except in case the [vendor name] is MSME/Start Ups and are exempted from paying EMD as per GOI guidelines.

7.3. BECIL shall furnish Performance Security in the form of PBG as per the terms and conditions of primary tender.

7.4 [vendor name] will furnish back to back performance Security in the form of PBGs to BECIL as per the terms & conditions of the primary tender. The PBG shall remain valid up to 60 days beyond the date of expiry/date of claim of the PBG submitted by BECIL to [Client Name] .

7.5. [vendor name] will raise its invoices to BECIL based on milestone completion. BECIL will then raise the invoices to [Client Name] (as per relevant clause of primary tender) after getting the relevant documentary proofs of successful completion of the said milestones from [vendor name].

7.6 BECIL shall be entitled to keep **__%** of the project value (of bid value including taxes submitted by BECIL to [Client Name]) as its project management consultancy.

7.7 Upon receipt of corresponding payment from the [Client Name] , BECIL shall disburse the payment to [vendor name] within 15 days of receipt of the payment from [Client Name] after deduction of BECIL project management consultancy as per clause 7.6 and expenses as per clause 7.9 and BG making charges, if any.

7.8 All Invoices received from [vendor name] would be inclusive of all statutory taxes/ GST. BECIL will consider invoices raised by [vendor name] to submission of all relevant documents and in case the documents are not proper, BECIL is liable to reject the invoices.

7.9 In case BECIL is required to open the offices, the office rent (including the maintenance & electricity charges as applicable) shall be recovered by BECIL from [vendor name]. Also, the Salaries paid to the manpower deployed on the payroll of BECIL, specifically employed for this project shall be recovered from [vendor name].

7.10 Salaries paid to the manpower deployed on the payroll of BECIL and Office rent paid for this project as per clause 7.9 above, shall be recovered by BECIL from the stage-wise Milestone payments payable to [vendor name].

7.11 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of [Client Name] Tender/ Works / Projects, [vendor name] understands, agrees and undertakes that:

7.11.1 [vendor name] participated in BECIL's EOI and that all terms & conditions of the BECIL's EOI shall apply to [vendor name].

7.11.2 The payments terms between BECIL & [vendor name] are on back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from [Client Name] and subject to terms & conditions of agreement and submission of complete required documents.

7.11.3 [vendor name] will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from [Client Name] . BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by [Client Name] .

7.11.4 The (day) date of delivery of goods and/or rendering of services by [vendor name] shall be the date or realization of payment from the [Client Name] once the goods and/or services are accepted by

[Client Name] .

7.11.5 The stage wise invoices raised by [vendor name] maybe accepted by BECIL, however, the date of completion of the milestone / delivery of goods or services shall only be recognised for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from [Client Name] .

7.11.6 If in the instant contract, [vendor name] is acting only as trader / reseller / distributor/ authorized agents and/ or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of [Client Name] Tender, the [vendor name] agrees to forgo its rights under this Act and Policy.

7.11.7 [vendor name] hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by [vendor name]. Further [vendor name] hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s). [vendor name] will provide proof of payment of GST i.e. GSTR-1, GSTR-3B, etc. for taking GST payment from BECIL against invoices.

7.12 Any sum of money due and payable to [vendor name], under this contract for [Client Name] tender entered between the parties herein whether continuing or completed may be appropriated by BECIL and set off against any claim of BECIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or complete.

7.13 There is also expenses towards Office establishments/ Purchase of fixed assets (with mutual consent) in the project. All such expenditure must be treated as direct expenditure and will be borne by directly [vendor name].

7.14. Payments shall be released to [vendor name] only on satisfactory acceptance of the deliverables by [Client Name] for each task and release of payment by [Client Name] as per the schedule given at clause_____ primary tender of [Client Name] and Corrigendum issued thereof.

ARTICLE 8: GENERAL TERMS & CONDITIONS

8.1 AGENCY

This Agreement between the parties is on a principal to principal basis and it is agreed that [vendor name] is not and shall not represent itself as an agent of BECIL.

8.2 CONFIDENTIALITY AND NON-DISCLOSURE

8.2.1 The [vendor name]. recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.

8.2.2 The [vendor name]. recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder's and/or its staff, including all details,

documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the[vendor name]. 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the [vendor name]. 's obligations under this Contract shall be treated, as absolutely confidential and the [vendor name]. irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the [vendor name] obligations hereunder except when required to disclose under the due process and authority of law.

8.4. INTELLECTUAL PROPERTY RIGHTS

8.4.1. Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

8.4.2 The [vendor name] shall, not later than upon termination or expiration of this Contract and/or subsequent Agreement/Contract signed with the [vendor name] , deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

8.4.3 The [vendor name] shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the[vendor name] does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.

8.4.4 The [vendor name] shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this Contract . If license agreements are necessary or appropriate between the [vendor name] and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

8.5 RISK & COST CLAUSE

8.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder/Agency.

8.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

8.2.1 Agency/ Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Agency including unexecuted portion of work/ supply does not appear to be executable within balance available period.

8.2.2 Withdrawal from or abandonment of the work by Agency/Bidder before completion of the work as per contract.

8.2.3 Non completion of work/ Non-supply by the Agency/ Bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.

8.2.4 Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder.

8.2.5 Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.

8.6 Extension of time

8.6.1 It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone for the completion of work after discussion with the Client and its officials.

8.6.2 Any period within which [Vendor name] is unable to complete the work or perform its obligations due to persistence of force majeure event, shall be extended for a period equal to the time during which the [Vendor name] was unable to perform such action.

8.6.3 Any extension of time agreed upon mutually shall be documented in writing and signed by both the parties to be affected.

8.7 LIQUIDATED DAMAGES

If the [Vendor name] fails to achieve the completion of the work in accordance with the scheduled completion date as given in the RFP or the subsequent Work Order issued thereto, BECIL may without prejudice to any other right or remedy available to it as under the Contract or Law:

8.7.1 Any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire quantum of liquidated damages to the bidder/ selected agency on back-to-back basis.

8.7.2 The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.

8.7.3 BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL 's right to claim such amount against Bidder's Bank Guarantee)

8.7.4 Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

8.8 Undue Influence

8.8.1 The [Vendor name] undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

8.8.2 Any breach of the aforesaid undertaking by the [Vendor name] or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECIL to cancel the contract and all or any other contracts with the [Vendor name] and recover from the [Vendor name] the amount of any loss arising from such cancellation.

8.9 Unethical Practice

8.9.1 If the [Vendor name] has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

8.9.2 Any intentional omission or misrepresentation in the documents submitted by the [Vendor name] for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

8.9.3 If the [Vendor name] uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the contract:

8.10 Penalty for Unethical Practice and Undue Influence

8.10.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the [Vendor name].

8.10.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the pending bills raised by the Bidder against the delivery of material and execution of work.

8.10.3 Initiation of arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the [Vendor name].

8.11 PENALTIES

8.11.1 In the event of any penalties, deductions, disincentives, or charges levied by the [Client Name] due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same will be recovered from the bills submitted by the System Integrator.

8.11.2 The System Integrator shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by [Client Name] and will not be entitled to claim any reimbursement or adjustment for the same.

8.12 TERMINATION

8.12.1 Termination of Contract by BECIL due to unsatisfactory performance

8.12.1.1 If the [Vendor name] refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the [Vendor name] to-:

8.12.1.2 To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the [Vendor name] by BECIL, with an opportunity to cure the same within a window period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the [Vendor name] and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

8.12.1.3 That the contract shall stand terminated and shall cease to be in force and in effect after a fifteen day period from the date of the notice of termination. The [Vendor name] in consequence of the above, shall stop forthwith any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

8.12.1.4 That the whole or part of the performance security furnished by the [Vendor name] is liable to be forfeited without prejudice to the right of BECIL to recover from the [Vendor name] any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

8.12.2 Termination due to breach

8.12.2.1 BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the [Vendor name], and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.

8.12.2.2 The following sub-clauses shall attract the provision of termination, in the event if -:

a. If the [Vendor name] has abandoned or repudiated the Contract;

b. If the [Vendor name] has without valid reason failed to commence work on the project promptly;

c. If the [Vendor name] has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

d. If the [Vendor name] defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;

e. If the [Vendor name] has obtained the contract as a result of undue influence or ahs adopted unethical means/corrupt practices.

f. if the information submitted/furnished by the [Vendor name] is found to be incorrect;

8.12.2.3 That any pending bills/ invoices raised by the [Vendor name] , prior to or post the termination of the contract on account of its breach of terms and conditions shall be put on hold for a period of six weeks, and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the [Vendor name], respectively.

8.12.3 Termination due to Insolvency

8.12.3.1 If the [Vendor name] dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-

8.12.3.2 To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the [Vendor name] or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

8.12.4 Termination for Convenience

BECIL can terminate the Agreement by serving a 30 day notice without assigning any cause or reason on the part of [Vendor name]. The contract shall be deemed terminated after a period of 30 days from the date of termination notice.

8.13 Post Termination Responsibility :

8.13.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.

8.13.2 That any pending bills raised by the [Vendor name]. , prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time , the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.

8.13.3 The[Vendor name]. shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

8.13.4 That in the event of termination under clause 8.12.1 and 8.12.2 the whole or part of the performance security furnished by the [Vendor name]. is liable to be forfeited without prejudice to the right of BECIL to recover from the[Vendor name]. any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work

8.14 TAXES

8.14.1 [vendor name] shall bear all taxes and duties etc. levied or imposed on them under the Agreement including but not limited to, Customs duty, Excise duty, GST, any other taxes and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Agreement period.

8.14.2 Should [vendor name] fail to submit returns/ pay taxes in times as stipulated under applicable Indian/ State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, [vendor name] shall pay the same. [vendor name] shall indemnify BECIL against any and all liabilities or claims arising out of this Agreement for [Client Name] tender for such taxes including interest and penalty by any such Tax Authority may assess or levy against the BECIL.

8.15 Indemnity

8.15.1 The Bidder shall indemnify, save, hold harmless and defend BECIL and its officers, servants, employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:

a) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the[vendor name] ;

b) Any breach by the [vendor name] of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

8.15.2 That BECIL shall have no liability whatsoever for any injury/death to the staff of [vendor name] caused or suffered during the performance of it's obligations hereunder

8.16 ASSIGNMENT AND SUB-CONTRACTING

8.16.1 Neither this agreement nor any of the rights and obligations under it can be assigned by any party. Parties may engage sub-contractors by mutual consent.

8.16.2 [vendor name] shall not participate directly or indirectly whether in consortium or separately in [Client Name] Tender and shall not quote rates to any other party participating/pre-qualified for the current [Client Name] Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

8.17 FORCE MAJEURE

8.17.1 For the purpose of this Contract, the term "Force Majeure" shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance ,and which makes a Party's performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , confiscation or nay other action by the Government Agencies.

8.17.2 Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party 's agents or employees , nor(ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.

8.17.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

8.18 GOVERNING LAW AND JURISDICTION

8.18.1 This agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

8.18.2 Where the [vendor name] has not agreed to dispute resolution, the dispute/ claims arising out of the tender and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

8.19 ARBITRATION CLAUSE

8.19.1 Conciliation of Dispute

8.19.1.1 Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled mutually and amicably between the Parties, within a time span of thirty days from the date of invocation of dispute vide a written notice by the Aggrieved party. The Aggrieved Party shall notify the other party in writing about such dispute(s)/difference(s)/issue(s) between/amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Notice/Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/issue(s) to enable the other Party to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), as well as the amount of monetary claim.

8.19.1.2 That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the [VENDOR NAME] and Becil respectively shall try to amicably resolve/settle the dispute.

8.19.2 Reference of Dispute to Arbitration

8.19.2.1 In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.

8.19.2.2 The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.

8.19.2.3 The Arbitration Proceeding shall commence within a span of thirty days from the date of receipt of Invocation Notice complete in all respects as mentioned above,

8.19.2.4 The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.

8.19.2.5 The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.

8.19.2.6 The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.

8.19.2.7 The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.

8.19.2.8 That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the [vendor name] shall be reimbursed by [vendor name]

8.19.4.2 In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on [vendor name]

8.21 RIGHT TO INSPECTION

8.21.1 That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Bidder's premises, personnel and records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the Bidder to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder shall produce and make available all such books, records, information,

etc., related to project work for the purpose of Inspection/ audit as sand when required.

8.21.2 That BECIL shall have the right to review and monitor the performance of the Bidders on a continuous basis system integrator shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

8.22 NOTICES

8.22.1 Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the System Integrator and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the ether Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post).

(a) Any notice or other document which may be given by either Party under the Contract/ Agreement shall be given in writing in person or by pre-paid recorded delivery post, email.

(b) In relation to a notice given under the Contract/ Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Name: Mr. Binay Kumar Tiwari **Designation:** Dy. General Manager **Address:** Broadcast Engineering s India Ltd, C-56/ -17, Sector-62, Noida- 201307, U.P. **Email:** binaytiwari@becil.com	**Name:** Mr. [vendor representative name] **Designation:**_____ **Address:** [Vendor Address] **Email:** [Vendor Email]

8.22.2 In relation to a notice given under the Contract/ Agreement, a Party shall specify the Parties address for service of notices, any such notice to be copied to the Parties at the addresses set out in this tender.

8.22.3 Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) if delivered between the business hours of 9.00 am and 5.30 pm at the address of the other Party set forth above, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

8.22.4 Either Party to the Contract may change its address, telephone number, and nominated contact for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

8.24 No Waiver

No failure on the part of the either party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Contract will operate as a waiver thereof nor will any single or partial exercise

of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy and the same shall not affect in any manner the effectiveness of any of the provisions of this Contract.

8.25 SURVIVAL

8.25.1 The Rights and obligations under this Agreement that by their nature should survive and will remain in effect after termination or expiration of this Agreement.

8.25.2 Each indemnity and guarantee arising in respect of this agreement survives the performance of obligations arising out of or under this agreement and the termination of this agreement and will continue in force as long as necessary to affect their purpose.

8.26 AMENDMENT

Unless otherwise stated expressly, this Contract shall be modified only by an instrument in writing duly executed by both the parties.

8.27 SEVERABILITY

If any provision of this agreement is held invalid by any law or regulation of any government or by any court or arbitrator, that invalidity will not affect the enforceability of any other provision.

8.28 DAMAGES

Once the Bid has been submitted for primary tender of [Client Name] , [vendor name] cannot withdraw from the Agreement. Any damage/ loss caused to BECIL due to failure on the part of the [vendor name] to enter into a detailed agreement with [Client Name] shall be borne by the [vendor name] and will be made good by the [vendor name] in case BECIL has to make payment of any damages/penalty to [Client Name].

8.29 LIMITATION OF LIABILITY:

With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this agreement or in any manner arising from this agreement.

8.30 By signing this Agreement, BECIL, and [vendor name] acknowledge that it correctly records the understanding they have reached with regard to the Project.

8.31 [vendor name] shall be liable to BECIL to compensate any losses or damages if so suffered by BECIL for any breach of this agreement and/ or action initiated by the [Client Name] for non-performance of the contract.

8.32 Nothing in this agreement shall constitute, create or give effect or recognize a , partnership or business entity of any kind.

8.33 On award of the work of the [Client Name] tender to BECIL, BECIL may enter into a detailed Inter-se Agreement with [vendor name] based on the terms and Conditions of the agreement, BECIL EOI,

[Client Name] tender as well as the Contract signed between BECIL & [Client Name] .

8.34 After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/ offer, terms & conditions and demonstration of functionality required in the [Client Name] Tender/Work/Project.

8.35 Expenses towards bid preparation would be borne by the individual Parties viz. BECIL and [vendor name] for their respective work. BECIL will not reimburse any such expenses to [vendor name] towards preparation and submission of the bid.

8.36 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of [Client Name] Tender/ Works / Projects, the [vendor name] understands, agrees and undertakes that:

8.36.1 At any given point of time, [vendor name] may not assign or delegate its rights, duties or obligations under this agreement to any other party, without prior written consent of BECIL.

8.36.2 In the event of breach of any of the terms & conditions of this agreement or in case of any default of any terms & conditions of this agreement, on the part of [vendor name], BECIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at the risk & cost of the [vendor name].

8.37 BLACKLISTING/ DEBARMENT

[vendor name] shall be debarred/blacklisted from bidding for the contract/tender/EOI floated by BECIL for a period of two years, for violation of the code of integrity, Conflict of Interest as well as for the material breach of terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

8.38 MSME

8.38.1 The Subcontractor acknowledges and confirms that the Main Contractor shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the Subcontractor shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the Main Contractor for any delay in payment arising out of delayed release of funds by the Principal Employer/client.

8.38.2 The Subcontractor waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement. The Subcontractor further waives its right to claim Interest on delayed payment by the Main Contractor, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.

8.39 COUNTERPARTS

This agreement is executed in two counterparts, with each party retaining one original.

8.40 ENTIRE AGREEMENT

This agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this agreement and supersedes all prior negotiations, representations, agreement and understandings, written or oral preceding the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Pre-Bid Agreement as of the date first above mentioned.

This Agreement has been signed on behalf of the parties by their respective duly authorized representatives as of the Effective Date.

On Behalf of BECIL	**On Behalf of [vendor name]**
(Binay Kumar Tiwari) Dy General Manager	(vendor representative) title
Signature of Witness: Name: Title:	Signature of Witness: Name: Title:

SCHEDULE 1: DETAILED SCOPE OF WORK

[from client primary tender]

Delhi Directorate of Education

Directorate of Education, Government of NCT of Delhi

Request for Proposal

Dated: 02/12/2025

for

Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi

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DISCLAIMER

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

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

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

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

5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

6. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

7. The issue of this RFP does not imply in any way, that the Authority is bound to select an Bidder or to appoint the successful bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

9. In particular, the Authority shall not be responsible / liable for any latent or evident defect of the site or any other related aspects at the time of bidding, as applicable to the tender. Any character or requirement of the site, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.

GLOSSARY

The Authority	:	Directorate of Education (DoE), Government of NCT of Delhi
Project	:	Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi
RFP	:	Request for Proposal.
Project Site	:	Selected government schools and designated offices under Directorate of Education in NCT of Delhi
Bidder	:	A bidder includes any Supplier / Authorized Distributor/ Wholesaler / Retailer / Reseller / Original Equipment Manufacturer or similar entity that is capable of supplying the Hardware for setting up Computer Labs as per the technical specifications provided in Appendix- I and performing the scope of work as outlined in section 2 of the document Bidders are advised to refer to the section 4 for the detailed minimum eligibility conditions applicable to each category.
Successful Bidder	:	A Technically Qualified bidder quoting the lowest bid to the Authority.
EMD / Bid Security	:	Earnest Money Deposit or a Security payable by the bidders.
Performance Security	:	Security amount payable by the Successful Bidder as a guarantee towards successful completion of the Project including support provided during the Warranty period. This performance security shall be valid for a period of 60 (sixty) days beyond the date of entire term of the Agreement and is to be submitted to the Authority in the form of Bank Guarantee.
Vendor	:	The Successful Bidder, to whom the Authority issues the Work Order and with whom the Agreement is subsequently executed for undertaking the Project.
Empowered / Evaluation Committee	:	An empowered Committee appointed by the Authority for the purpose of monitoring of the tender process and evaluation of the bids.
Estimated Cost	:	INR 67 Crore

INVITATION FOR REQUEST FOR PROPOSAL

The Director, Directorate of Education, Government of NCT of Delhi, Old Secretariat, Delhi – 110054 for and on behalf of the Authority, hereby invites e-tenders for the Project - "**Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi**". The brief details are as follows:

Name of the Project	**Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi**
EMD/Bid Security	**INR 1,34,00,000/- (INR One Crore Thirty Four Lakh Only)**
Performance Security	Performance Security **@ 5%** of the Contract Value to be furnished to the Authority within 15 days of the issuance of LOA in the form of Bank Guarantees as per Annexure-B17 of Volume-IV;

1) The entire RFP comprising of the disclaimer set forth hereinabove and four Volumes of documents, whose details are as follows, are enclosed:
   a) Volume-I: Schedule of bidding process, Project Summary comprising of background, scope of the work, tenure, minimum eligibility, technical and financial experience and award of Project.
   b) Volume-II: Instructions to Bidder
   c) Volume-III: Draft Agreement
   d) Volume-IV: Bid formats and Annexures, if applicable
2) The entire RFP may additionally include any Corrigenda or Addenda issued by the Authority, for whatsoever reasons, at any time prior to the deadline for submission of bid documents by the Bidder. Any Corrigenda or addendum issued shall be part of the RFP Documents and shall be available on the Government e-Marketplace (GeM) portal (https://gem.gov.in/).
3) A draft agreement has been provided in Volume-III as part of the tender documents for reference purposes only. The draft agreement is subject to changes based on responses to pre-bid queries, any concepts proposed by the Successful Bidder in addition to the scope proposed in the tender documents, or any other matters proposed by the Authority in public interest, after due consultation with the Successful Bidder.
4) The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP Document. Failure to furnish all information or documentation required by the RFP Document may result in the rejection of the Bid.
5) The proposals in prescribed format should be submitted online (in soft copy only). Hard Copy of only the Earnest Money Deposit in the form of DD/ Bank Guarantee / Fixed Deposit Receipt from a Nationalized Bank / Scheduled Bank has to be submitted at PMU Branch, Directorate of Education (DoE), Government of NCT of Delhi, Old Secretariat, Near Vidhan Sabha, Delhi, 110054 on or before the Bid Due Date.
6) For further details contact:

PMU Branch,
Directorate of Education, Government of NCT of Delhi,
Old Secretariat, Near Vidhan Sabha,
Delhi, 110054, India
e-mail: doepmu@gmail.com

SCHEDULE OF BIDDING PROCESS

The Authority shall endeavor to adhere to the following schedule:

S.No.	Activity / Event
1	Date of Advertisement for tender notice to be issued by The Authority
2	Last date and time for receipt of written queries for clarifications (by email)
3	Pre-bid Meeting/ Conference
4	Last date and time for Bid submission
5	Technical Bid opening
6	Financial Bid opening date and time
7	Issue of Letter of Award
8	Signing of the Agreement

The date and time of aforesaid activities / events will be specified on the GeM portal. The Authority shall communicate to the Bidders, any changes in the dates vide issuance of a Corrigendum.

Please refer to clause 1.1. of Volume-II of tender documents for instructions to participation in the tenders. All the bidders are required to direct their issues / concerns / queries / clarifications related to tender submission on GeM Portal to GeM helpdesk only. The Authority or its representatives shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserve the right not to respond to any question or provide any clarification to any query, in their sole discretion, and none of the Clauses in the tender documents shall be taken or read as compelling or requiring or obliging the Authority or its representatives to respond to any question or to provide any clarification.

VOLUME–I: PROJECT SUMMARY

1. PROJECT BACKGROUND

A computer lab is a fundamental requirement in both private and government schools. It not only fosters technological awareness but also equips students with emerging skills such as coding, automation, and digital literacy—paving the way for careers in technology and research.

The National Education Policy (NEP) 2020 also emphasizes the integration of technology into all levels of education, including the establishment and strengthening of Computer Labs in schools.

NEP 2020 suggests:

- Setting up or strengthening ICT/computer labs in schools, especially in underserved areas.
- Using these labs to impart digital literacy, coding, AI, and 21st-century skills.
- Leveraging computer labs for teacher training, digital content delivery, and blended learning.
- Ensuring equity in digital access through functional and inclusive computing infrastructure.

Most existing Government schools have basic computer labs; however, there is a pressing need to enhance and expand this infrastructure. Directorate of Education has identified 350 schools where infrastructure of Computer Labs needs to be enhanced.

Further, Directorate of Education have decided to enhance the infrastructure of Computer Labs in a phased manner. In the first phase (2025–26), 175 labs will be established across selected schools.

In addition to setting up Computer Labs, Directorate of Education also desires to procure 400 Computer Systems and peripherals for its various offices across NCT of Delhi.

2. Scope of Work

2.1. The Directorate of Education, Government of NCT of Delhi (herein after called "Authority") intends to appoint a Vendor for the **"Supply, Installation, Commissioning and Comprehensive Maintenance services for a period of five (5) years of the equipment's for setting up of Computer Labs in the Government Schools and Supply, Installation and Comprehensive Maintenance services for a period of five (5) years of the Computer Systems & Peripherals in the offices of DOE, GNCTD"** across NCT of Delhi.

2.2. Through this RFP, Authority intends to select a Vendor with suitable capacity to –

(a) Develop Digital Infrastructure for **Computer Labs at 175 Government Schools of NCT of Delhi with each Computer Lab consisting of following Bill of Materials:**

Sn.	ICT Equipment's	No. per Laboratory
1	Desktop Computer Systems pre-installed with licensed Operating System + Speaker + Webcam	40
2	Server - Computer system with high configuration	1
3	Anti-virus (Licensed for 5 years)	41
4	Printer cum Scanner (MFP)	2
5	UPS	41
6	Networking and Accessories for High-speed LAN connectivity	As required to connect all systems
7	External Hard Disk (2 TB) for backup	1

(b) Supply Computer Systems & Peripherals in the offices of DOE, GNCTD **which shall consist of following Bill of Materials:**

Sn.	ICT Equipment's	Total Quantity
1	Desktop Computer Systems pre-installed with licensed Operating System + Speaker + Webcam	400
2	Anti-virus (Licensed for 5 years)	400
3	Printer cum Scanner (MFP)	400
4	UPS	400

2.3. The specifications of items specified at Clause 2.2 above are detailed at Appendix – I. The scope of work shall also include the cost of comprehensive maintenance for a period of five (5) years from the date of successful commissioning.

Part-A: Supply, Installation and Commissioning of the Equipment's

2.4. The product specifications are mentioned in detail in the Appendix - I, under minimum technical specification. The make, model and configuration of the device are to be specified during the bid submission as per the format provided at Annexure-B10 at Volume-IV.

2.5. The Vendor shall ensure the supply, safe delivery of the equipment's and installation up to the designated place of installation. Any transit insurance, labor, road permits etc., if required for the same, shall be arranged by the Vendor at no extra cost to the Authority.

2.6. The Vendor shall be responsible for commissioning of the Computer Labs in the Government Schools in NCT of Delhi.

2.7. Authority will hand over sites with basic electrical infrastructure (distribution board & room wiring up to socket outlets). Vendor shall execute final connections and any additional wiring from outlets to equipment (including IT cabling) as per IS standards. The Vendor shall have to ensure that normal school operations are not being hampered in anyway during the execution of the work of establishing Computer Lab.

2.8. The Vendor will be responsible for smooth transfer of all data and applications from old to the new Computer Systems being installed at Offices.

Part-B: Annual Maintenance of the Equipment

2.9. **Service Support / Warranty -** After successful installation of equipment's at all project sites and commissioning of Computer Labs, the Vendor will provide a comprehensive 5-year manufacturer's warranty for all the installed equipment's. The Vendor shall: -

a) Provide comprehensive onsite support services for the installed hardware/ software. This involves comprehensive maintenance of all installed hardware/ software covered under the warranty including repairing, replacement of battery, faulty parts, modules, sub-modules, assemblies, sub-assemblies, spares, etc. with genuine OEM components to make the system functional/ operational as per SLA during the entire Contract duration. The replaced items shall be of the same make/ specification as specified in Annexure – B10 of Volume-IV of RFP.

b) Software updates and upgrades at no additional cost.

c) The maximum response time (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call/message/mail is made) for complaint

received with regards to problems/ issues/ maintenance with the installed hardware/ software from any of the schools shall not exceed 24 hours.

d) Warranty certificate on OEM letter head for all equipment with serial number to be supplied along with invoice.

e) OEM should have online warranty verification mechanism by which warranty status is verifiable with individual machine serial number/system part number of supplied product.

2.10. **Help Desk Support –** The Vendor shall set up a helpdesk unit in its local office at NCT of Delhi for the purpose of operational and maintenance support. This helpdesk unit shall be operated by the Vendor as per the details mentioned in the SLA & Penalty clause for entire duration of the Contract. The following shall be the function of the helpdesk unit:

(a) A user can register a complaint and issue with the helpdesk unit by way of calling a dedicated helpline number, sending an email to the dedicated email id/app.

(b) Helpdesk unit shall be manned during the time defined in the scope.

(c) All registered complaints /records shall be maintained in the Central Dashboard.

(d) Status tracking and reporting of all logs shall be provided to the Authority every week or as desired by the authority in the requisite formats.

3. TERMS OF AGREEMENT

3.1. The Vendor shall be required to complete the work of supply & installation of all equipment's and commissioning of Computer Labs as per the specifications mentioned at Appendix-I within 75 (seventy-five) days as per the schedule mentioned at Clause 11.2 of RFP Volume -I.

3.2. Annual Maintenance of the Equipment: The Vendor shall provide a comprehensive onsite warranty and undertake Annual Maintenance Services for all supplied equipment's for a period of 5 (five) years. The warranty and Annual Maintenance Service period shall commence as applicable –

(a) Date of installation of the equipment's at the designated office location.

(b) For Computer Labs, commence from the respective go-live date, upon completion of installation and commissioning of the Lab.

3.3. The term of the agreement executed between the Vendor and the Authority shall remain valid and in force until the expiry of the 5 (five) year Annual Maintenance period for all equipment's supplied and installed under the scope of the Work Order.

4. MINIMUM ELIGIBILITY EXPERIENCE

4.1. The criteria for assessing minimum eligibility of the Bidders is as below:

(A) Minimum Eligibility Criteria for Bidder

Sn.	Minimum Eligibility	Mandatory documents to be submitted by the Bidder (in support of their minimum eligibility)
1.	**Legal Entity -** The Bidder should be an entity registered/ incorporated in India under	1. Certificate of Incorporation or equivalent identification document for any other entity; and

Sn.	Minimum Eligibility	Mandatory documents to be submitted by the Bidder (in support of their minimum eligibility)
	one of the following statutes: the Companies Act, 2013 or 1956; the Limited Liability Partnership Act, 2008; or the Indian Partnership Act, 1932. The Bidder shall have been in operation for at least Five (5) years as on last date of bid submission.	2. GST Registration certificate issued by GSTN authorities; and 3. PAN Card. 4. Board Resolution (only in the case of Company) allowing the Company to participate in the tender and nominating an authorized signatory. The Board Resolution is not mandatory for other types of entities.
2.	**Average Turnover -** The Average annual turnover for last three financial years i.e. FY 2022-23, 2023-24, FY 2024-25 should be minimum INR 27 Crore.	Audited Balance Sheets for Financial Years i.e. 2022-23, 2023-24 and 2024-25, along with CA-Certificate with CA's Registration Number and Seal.
3.	**Positive net Worth with profit -** Bidders should have positive net worth and must be profit making entity in each of the last three financial years i.e. FY 2022-23, FY 2023-24, FY 2024-25.	Undertaking from the Bidder that it had a positive net worth and is a profit-making entity during each of the last three Financial Years i.e. 2022-23, 2023-24 and 2024-25, along with certification from a CA with CA's Registration number and Seal.
4.	**Relevant Experience -** Bidder should have undertaken work related to supply of Computer Systems/ setting up of ICT Labs in India with any Govt/semi-govt/public sector organization during last 7 years from Bid Submission Date: (a) One project of similar nature costing not less than amount equal to INR 54 Crore OR (b) Two projects of similar nature costing not less than amount equal to INR 34 Crore OR (c) Three projects of similar nature costing not less than the amount equal to INR 27 Crore	Copy of work orders/ Contract (highlighting scope of work and relevant project specifications) and Completion/ Experience Certificate or any other Proof of work completion
5.	**Declaration regarding Blacklisting -** The Bidder must not have been blacklisted for fraudulent practices by	Certificate from the authorized signatory of the Bidder as per the format B6 appended in Volume - IV of RFP

Sn.	Minimum Eligibility	Mandatory documents to be submitted by the Bidder (in support of their minimum eligibility)
	any Central Government / State Government / Central PSU/ State PSU/ Government Undertakings / University/ Educational Institutions in India at the time of submission of the bid.	
6.	**Declaration regarding Insolvency/ Bankruptcy -** The Bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority preceding Bid Due Date	Undertaking on the Bidder Letterhead as per the format B7 appended in Volume - IV of RFP
7.	**Certification -** Bidder has to submit valid ISO 9001 for Quality Management System	Valid Copy of ISO Certificate
8.	**Authorization Letter –** Bidder should submit Manufacturer's Authorization Form (MAF) from OEM for below equipment's: (i) Desktop Computer Systems (ii) Printer cum Scanner (MFP) (iii) UPS Only those OEMs which have been in operation for at least Five (5) years in India as on last date of bid submission shall be proposed.	MAF as per the format B8 annexed in Volume - IV of RFP
9.	**Undertaking for Compliance to all specification items -** The Bidder will indicate the exact make and model for all the equipment's, adhering to the specifications provided at Appendix-I so that their performance eligibility could be assured as per specifications mentioned at Appendix - I. Bidder would supply only those makes and models which have been accepted during technical evaluation. Models with higher specification may be considered at the request of Bidder. (Note: OEMs proposed by the Bidder will also be evaluated for Minimum Eligibility as per conditions mentioned 4.1 (B)).	Technical Compliance Statement as per format B10 annexed in Volume – IV of RFP

Sn.	Minimum Eligibility	Mandatory documents to be submitted by the Bidder (in support of their minimum eligibility)
10.	**Local Presence –** Bidder should have a local office in NCT of Delhi. However, if the local presence is not there, the selected bidder should give an undertaking for arranging for the same within one month of award of the contract.	Undertaking on Bidder's Letterhead signed and stamped by authorized signatory as per format B9 annexed in Volume – IV

(B) Minimum eligibility Criteria for OEM proposed by Bidder

Sn.	Minimum Eligibility	Mandatory documents to be submitted by the Bidder (in support of their minimum eligibility)
1.	**Legal Entity -** The OEMs proposed for Desktop Computer Systems, UPS and MFP should be an entity registered/ incorporated in India under one of the following statutes: the Companies Act, 2013 or 1956; the Limited Liability Partnership Act, 2008; or the Indian Partnership Act, 1932. The OEMs proposed for Desktop Computer Systems, UPS and MFP shall have been in operation for **at least five (5) years** involved in sales of respective product directly or through partners to any Central Government / State Government / Central PSU/ State PSU/ Government Undertakings as on last date of bid submission.	1. Certificate of Incorporation or equivalent identification document for any other entity; and 2. GST Registration certificate issued by GSTN authorities; and 3. PAN Card. 4. Certificate of CA attesting to the number of years the OEM has been engaged in active sales of the relevant components, — either directly or through authorized partners—to entities including the Central Government/State Governments/ Central PSUs/ State PSUs/ other Government Undertakings (Note: The above documents are to be submitted for OEM of Desktop Computer Systems, UPS and MFP)
2.	**Turnover -** a) OEM of Desktop Computer Systems should have an annual average turnover of **INR 220 Cr in last three financial years (FY 2022-23, 2023-24 and 2024-25) from sale of Desktop Computers.** *b)* OEM of UPS should have an annual average turnover of **INR 10 Cr in last three financial years (FY 2022-23, 2023-24 and 2024-25) from sale of the UPS.** *c)* OEM of MFP should have an annual average turnover of **INR 8 Cr in last three financial years (FY 2022-23, 2023-24 and 2024-**	Audited Balance Sheets for Financial Year 2022-23, 2023-24 and 2024-25, Profit and Loss Account of last three years along with CA-Certificate with CA's Registration Number and Seal for each of the proposed OEM. Note: Global turnover of the OEM (i.e. turnover of the Parent entity located outside India) shall be acceptable for eligibility. In-case of global turnover, the OEM needs to provide audited financial statement verified by the Indian CA. If the OEM follows Calendar Year as its accounting period, financial years 2022, 2023, and 2024 shall be considered.

	25) from sale of the printer, scanner and cartridges. *(The Brand directly owned by OEM shall be considered)*	
3.	**Positive net Worth with profit -** OEM of Desktop Computer, UPS and MFP should have positive net worth and must be profit making entity in each of the last three financial years i.e. FY 2022-23, 2023-24 and 2024-25.	Undertaking from the OEM(s) that it had a positive net worth and is a profit-making entity during each of the last three Financial Years i.e. 2022-23, 2023-24 and 2024-25, along with certification from a CA with CA's Registration number and Seal.
4.	**Local Manufacturing -** OEM of Desktop Computers should have own/ contract manufacturing unit in India for manufacturing Desktops.	Valid Factory License issued in the name of the OEM. In cases where manufacturing is outsourced to a Contract Manufacturer, the Factory License of the Contract Manufacturer along with a copy of the Contract/Agreement between the OEM and the Manufacturing Facility must be provided
5.	**Local network of Service Centre** OEM of Desktop Computers, UPS and MFP should have an Authorized Service Centre in NCR of Delhi since last 5 years along with trained service engineers for operating after sales promptly.	Supporting document for Authorized OEM Service Centre presence in NCR of Delhi.
6.	**Undertaking for Compliance to all specification items:** OEM of Desktop Computers (if applying as Bidder) will indicate the exact make and model for all the component's, adhering to the specifications provided at Appendix-I so that their performance eligibility could be assured as per specifications mentioned at Appendix - I. Only those makes and models which have been accepted during technical evaluation shall be supplied. Models with higher specification may be considered at the request of Bidder.	Technical Compliance Statement as per format B10 appended in Volume – IV of RFP
7.	**Declaration regarding Blacklisting -** OEM of Desktop Computer, UPS and MFP must not have been blacklisted for fraudulent practices by any Central Government / State Government / Central PSU/ State PSU/ Government Undertakings / University/ Educational Institutions in India at the time of submission of the bid.	Undertaking on the OEM's letterhead as per the format B6 annexed in Volume - IV of RFP
8.	**Declaration regarding Insolvency/ Bankruptcy -** OEM of Desktop Computer, UPS and MFP must not have been declared insolvent/ bankrupt or should not have	Undertaking on the OEM's letterhead as per the format B7 annexed in Volume - IV of RFP

	filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority preceding bid due date	
9.	**Certification -** OEM of Desktop Computer, UPS and MFPs has to submit valid ISO 9001, ISO 14001 and ISO 27001 certificate.	Valid Copy of ISO Certificate
10.	**Authorization Letter –** OEM of Desktop Computer (if applying as a Bidder) should submit Manufacturer's Authorization Form (MAF) from OEM of other equipment's (UPS and MFP) Only those OEMs which have been in operation for at least five (5) years as on last date of bid submission shall be proposed.	MAF as per the format B8 appended in Volume - IV of RFP

Note:

1. Sub-contracting, Sub-letting and Consortium is not allowed in any form in this bid.
2. Any Bidder/OEM from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as provided in the Order (Public Procurement No. 4) dated 23.02.2024 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. While participating in bid, Bidder must undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

4.2. If the minimum eligibility criteria mentioned at 4.1 is satisfied by the Bidder and its proposed OEMs, only then the Bidder ("Eligible Bidder") shall be considered by the Authority for Technical evaluation of their bids.

5. TECHNICAL EVALUATION CRITERIA

5.1. The technical capacity of Bidders and its proposed OEMs shall be evaluated, and marks will be assigned (**"Technical Experience Score"**) based on the following parameters.

Sn.	Parameter	Max. Marks	Supporting Documents
(A)	**Marking on Technical Capacity of Bidder**	**45**	
1.	Bidder should have undertaken work related to supply of Computer Systems/ setting up of ICT Labs in India with any Govt/semi-govt/public sector organization during last 7 years from Bid Submission Date: • One Project of value more than INR 54 Cr. or Two Projects, each of value more than INR 34 Cr. or	15	Copy of work orders/ Contract (highlighting scope of work and relevant project specifications) and Completion/ Experience Certificate or any other Proof of work completion

Sn.	Parameter	Max. Marks	Supporting Documents
	Three Projects, each of value more than INR 27 Cr. - **5 Marks** • Two Projects, each of value more than INR 54 Cr. or Three Projects, each of value more than INR 34 Cr. or Four Projects, each of value more than INR 27 Cr. **– 10 marks** • Three Projects, each of value more than INR 54 Cr. or Four Projects, each of value more than INR 34 Cr. or Five Projects, each of value more than INR 27 Cr. **– 15 marks**		
2.	Experience of Bidder in undertaking ICT projects covering large number of schools through a single project with Govt./ Semi Government/Public Sector Organization in last 5 years from Bid submission date: • 140 to 200 Schools – **5 marks** • 201 to 300 Schools – **10 marks** • More than 300 Schools – **15 marks**	15	Copy of work orders/ Contract (highlighting scope of work and relevant project specifications) and Completion/ Experience Certificate or any other Proof of work completion
3.	Average Annual turnover of Bidder during last three Financial Years i.e., FY 2022-23, FY 2023-24 and FY 2024-25. • Greater than INR 27 Crore till INR 50 Crore – **5 marks** • Greater than INR 50 Crore till INR 100 Crore – **10 marks** • More than INR 100 Crore – **15 marks**	15	Audited Balance Sheets for Financial Year 2022-23, 2023-24 and 2024-25 along with CA-Certificate with CA's Registration Number and Seal.
(B)	**Marking on Technical Capacity of OEM for Desktop Computers proposed by the Bidder**	**55**	
1.	Average Annual turnover of OEM of Desktop Computers during last three Financial Years i.e., FY 2022-23, FY 2023-24 and FY 2024-25 from sales of Desktop Computers.	15	Audited Balance Sheets for Financial Year 2022-23, 2023-24 and 2024-25 along with CA-Certificate with CA's Registration Number and Seal.

Sn.	Parameter	Max. Marks	Supporting Documents
	• Greater than INR 220 Crore till INR 300 Crore – **5 marks** • Greater than INR 300 Crore till INR 400 Crore – **10 marks** • Greater than INR 400 Crore – **15 marks**		Note: Global turnover of the OEM (i.e. turnover of the Parent entity located outside India) shall be acceptable for eligibility. In-case of global turnover, the OEM needs to provide audited financial statement verified by the Indian CA. If the OEM follows Calendar Year as its accounting period, financial years 2022, 2023, and 2024 shall be considered.
2.	Experience of OEM of Desktop Computers directly or through partners in supply & establishment of Computer Labs in Govt/Semi-govt/Public Sector organization during last 5 Years from Bid submission Date. • Executed minimum One (1) project with order size of at least 3000 Desktop Computer **– 5 marks** • Executed minimum Two (2) projects, each with order size of at least 3000 Desktop Computer **– 10 marks** • Executed minimum Three (3) projects, each with order size of at least 3000 Desktop Computer **– 15 marks**	15	Copy of Work Order/Contract Agreement/LOA/LOI with Purchase Order / Completion/ Experience Certificate from the client, along with CA- Certificate with CA's Registration Number and Seal.
3.	Years of Experience: • OEM-Desktop Computers should have a presence in India with manufacturing of Desktop computers for more than 5 Years – **5 marks** • OEM-Desktop Computers should have a presence in India with manufacturing of Desktop Computers for more than 7 Years – **10 marks** • OEM-Desktop Computers should have a presence in India with manufacturing of Desktop Computers of more than 10 Years – **15 marks**	15	Certificate of Incorporation or equivalent identification document for any other entity; and Certificate of CA attesting information on number of years since the OEM-Desktop Computers has been in active operations of manufacturing Desktop Computers
4.	Service Centre Network in NCR of Delhi: • OEM-Desktop Computers with minimum one & up to five	10	Details to be provided on letterhead of Bidder/ OEM-Desktop Computers in the format B13 annexed in RFP Volume – IV

Sn.	Parameter	Max. Marks	Supporting Documents
	Company Owned/ Franchise Service Centre in NCR of Delhi – **5 marks** • OEM-Desktop Computers should have a network of more than five Company Owned/ Franchise Service Centre in NCR of Delhi – **10 marks**		
	Total Marks	**100**	

Note: For the purpose of evaluating the eligibility and competency of the Bidder/Proposed OEMs, the Authority shall consider only the credentials and qualifications of the Bidder/Proposed OEMs entity itself. The qualifications, experience, or resources of any other associated entities including subsidiaries, parent companies, affiliates, or any other firms distinct from the Bidder/Proposed OEMs shall not be taken into account.

5.2. Shortlisting of Technically Qualified Bidders - Only those Bidders whose Technical Proposal get a score of 70 marks shall be declared as technically qualified for financial evaluation in the second stage. However, if the number of such pre-qualified Bidders is less than two, the Authority may, in its sole discretion, revise the minimum qualifying score to 60 marks.

6. FINANCIAL PROPOSAL

6.1. Bidders must meet the technical eligibility criteria mentioned at Clause 5.2 above for consideration of its financial bid.

6.2. Bidders shall submit a lump-sum financial quote for the entire project in the prescribed GeM format and upload a signed price break-up (Refer Annexure C in Volume-IV) corresponding to the quoted lump-sum amount.

6.3. The lowest quoted rate among financial bids submitted by the bidder whose bid is found to be responsive and who is eligible and technically qualified as per terms & conditions mentioned in at 5.2 will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on.

6.4. In case of a tie in lowest rate calculated as per Clause 6.3 above, the Eligible Bidder with the higher technical score will be given preference. If the tie still persists, then the ranking shall be decided by the draw of lots, in the presence of eligible bidder.

6.5. In the event that the L1 Bidder withdraws or is not selected for any reason, the Authority may invite the next ranked Bidder to match the L1 rate.

7. AWARD OF WORKS

7.1. The technically qualified bidder with the L1 rates shall be selected. However, in view of the size of the project and the need to ensure timely set-up of all Computer Labs, the Authority reserves the right to split award of works between multiple technically qualified Bidders based on the L1 rates.

7.2. In case of split in award of works, the work will be divided between L1, L2 and L3 bidders broadly in the ratio of 50:30:20. If there are only two technically qualified bidders, the work will be divided between L1 and L2 in the ratio of 70:30. In case of non-acceptance of the offer by the L2 or L3 Bidders to supply at L1 rates, a similar offer shall be made to next lowest Bidders.

7.3. The quantity/number/volume of work may be increased or decreased (maximum up to 25% of the total project cost) as per the requirements of the Authority.

8. PAYMENT TERMS

8.1. The Payment to the Vendor shall be made as per the following milestones:

Sn.	Milestone	Amount
1	Successful Commissioning of Computer Labs with prescribed set of components and installation of Computer Systems & Peripherals at designated office locations as per the scope of work and specifications in Appendix-I	95% of Contract Value
2.	Annual Instalments for undertaking annual maintenance of the installed equipment's during the five-year period	To be paid in annual instalments of 1%, starting from 1 year after installation of all Computer Systems and Commissioning of all Computer Labs till the completion of Five (5) year Maintenance period for all installed Computer systems and Commissioned Computer Labs (Aggregate amount for 5 years of annual maintenance will be 5% of Contract Value)

8.2. The Vendor shall submit separate invoices for the setup of Computer Labs and for the installation of computer equipment and peripherals at designated office locations. Invoices for Computer Labs may be raised in increments of fifty (50) units, upon successful commissioning of the Computer Labs.

9. SUPPORT PROVIDED BY THE AUTHORITY

9.1. The Authority shall handover the Project sites in Delhi to the Vendor, ensuring that the necessary infrastructure such as furniture, electrical fixtures including electrical plug points & internal electric wiring are available.

9.2. The Authority will provide details of Single Point of Contact (SPOC) for each school where Computer Labs are to be installed. Further, the Authority will issue instructions to all these

Schools to provide necessary support to the Vendors for the installation works. However, it will be the responsibility of the Vendor to coordinate with SPOC of each school to get the required set-up in place as per their requirement before supply of the equipment's. The Vendor may approach Authority to help resolve any issue at any project site(s).

10. RIGHTS OF THE AUTHORITY

10.1. The Authority reserves right to annul the bidding process at any time without any reasons whatsoever.

10.2. If the information provided by the Bidder is found to be (1) incomplete or (2) not as per requisite format or (3) vague i.e. the submission of tender documents or explanation given by the Bidder thereof is unclear or ambiguous, or (4) unsatisfactory i.e. the information provided by the Bidder is unrealistic or the Authority opines that the explanation provided by the Bidder is either misleading or not up to the satisfaction of the Authority, as the case may be, at any time during the bidding process, the Authority reserves the right to reject the same and the decision of the Authority will be final.

10.3. In case the bid submission of any bidder is found to have any misrepresentation or fraudulent information or documents including but not limited to supporting documents / work orders / completion certificates/ CA certificates or any other documents submitted to the Authority anytime during the tender process, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including blacklisting of the Bidder, filing of a FIR (First Information Report), etc. Please refer Clause 3.5 of Volume-II of the RFP for details.

11. PROPOSED NEXT STEPS

11.1. Notification of Award: Prior to the expiration of the period of Bid validity, the Authority will issue Letter of Award ("LoA") to the successful bidder in writing and same shall be presumed as award of Contract. The notification of award will constitute the formation of the Contract.

11.2. The Selected Bidder shall abide by the following key milestones:

Sr. No	Particulars	No. of Days for compliance
A	Sign and return a duplicate copy of the LOA to the Authority	Within 7 Days from receipt of the LOA
B	Submit the Performance Security in the form of Bank Guarantee, adhering to the terms and conditions as stipulated in the Agreement	Within 15 Days from receipt of the LOA
C	Supply, Installation and Commissioning of all the Computer Labs and installation of Computer Systems & Peripherals at designated office locations	Within 75 days from receipt of the LOA

11.3. The successful Bidder has to enter into a comprehensive agreement with the Director, Directorate of Education (DoE), GNCTD. Terms and Conditions specified in the Tender Document shall become the part and parcel of the Contract Document. The agreement shall be executed within 15 days of issuance of the LOA on Non-Judicial Stamp Paper of Rs 100/-.

«« END OF VOLUME-I: PROJECT SUMMARY »»»

Appendix – I: TECHNICAL SPECIFICATIONS

Detailed Minimum Specification of Major Component:

1. Desktop Computer Systems

Processor Description	Intel Core i5/AMD Ryzen 5
Processor Generation	Minimum 12th Generation for Intel or equivalent (generation or series) for other Processors
Graphics Type	Integrated
Onsite OEM Warranty	5 years
Monitor Size	21.5 /22/23.5/23.8 inches
Operating System	Windows 11 Professional (STF version)
RAM Size	8 GB
Optical Drive (Optional)	DVD RW
Keyboard	Wired/Wireless
Mouse	Wired/Wireless
Total SDD Capacity	512 GB
Other	In-built Speakers
	Webcam with 720p/30fps (1280x720 pixels) or above with microphone, Integrated privacy shutter for privacy, Camera management Software - To control the brightness, contrast, sharpness as per the room lighting for better picture clarity. Certification - Google Meet or Zoom or Microsoft Teams or Webex Certified

2. Server

Processor Description	Intel Core i7/ AMD Rayzen 7 Processor Minimum 8 cores
Processor Generation	Minimum 12th Generation for Intel or equivalent (generation or series) for other Processors
Graphics Type	Integrated
Onsite OEM Warranty	5 years
Monitor Size	21.5 /22/23.5/23.8 inches
Operating System	Windows 11 Professional (STF version)
RAM Size	16 GB
Optical Drive (Optional)	DVD RW
Keyboard	Wired/Wireless
Mouse	Wired/Wireless
Total SDD Capacity	512 GB

3. Anti-Virus

Features	• Anti Ransomware, EMAIL Protection, IDS/IPS Protection, FIREWALL Protection, Advanced Device Control, Spam Protection. • Application Control – Blocklist & Safelist, Disk Encryption Management, YouTube Access Controller, Google Access

	Controller, Asset Management, Installed Software report and change report, Session Activity Monitoring, Data Backup. • Browsing and Phishing Protection, Vulnerability Scan, 3rd Party App Remover, Web Filtering, Advanced Device Control, Spam Protection, Application Control – Patch Management. • Capability to encrypt USB Pen Drive contents
	Make in India (MII) compliant product with minimum 60% local content as per MeitY notification dated 6th December 2019 regarding guidelines for Cyber Security products under Make In India policy.

4. Printer cum Scanner (MFP)

Print Technology	Laser/ Ink
Type of Printing	Mono
Type of Machine	Multifunction
Paper Size (Original Image)	**A4:A4**
Flatbed Size	A4/ Legal
Print Speed (Mono)	Minimum 25 PPM
Duplex Feature	Yes (Auto)
Network Connectivity	Yes
USB Port	Yes
Duty Cycle	Minimum 5000 per Month
Onsite OEM Warranty	Minimum 5 years
Wireless Connectivity	Yes

5. UPS

VAH	Minimum 12 Vx7AH
Backup Time	Minimum 10 to 15 minutes
Other	Warranty shall cover both UPS system and Battery Bank over 5 years Warranty Period

VOLUME-II: INSTRUCTIONS TO BIDDERS

Contents

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1. General Guidance for Tendering

1.1. Tendering Procedure

1.1.1. Any Bidder willing to take part in the process of Tendering will have to be enrolled and registered with the GeM portal.

1.1.2. Online Bid Submission Schedule

The schedule of Bidding process will be as uploaded on GeM Portal. The date of opening of financial Bid submission date will be communicated later by the authority through the GeM portal.

1.1.3. The online Bid submission by the Bidders, as per the formats mentioned in Volume-IV along with the supporting documents, should also accompany the following documents (Scan and Upload on the GeM website):

1. Attested copy of valid Incorporation Certificate of the company / firm. In case of a partnership firm, attested copy of Partnership deed.
2. Attested copy of GST certificate.
3. Attested copy of PAN Card.
4. Mode of EMD submission: DD/ Bank Guarantee / FDR from a Nationalized Bank / Scheduled Bank payable in favour of Director, Directorate of Education, GNCTD.

1.1.4. General Instructions:

1. The Bid document and the other necessary documents can be seen and downloaded from the GeM portal.
2. The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the GeM Portal. The Bidder shall be responsible for the correctness and genuineness of the documents uploaded during tender submission. Any discrepancies in the matter will be liable for rejection and suitable action.
3. For instructions for participation in Tenders, the bidders are requested to visit the GeM Portal.
4. All the bidders are required to direct their issues / concerns / queries / clarifications related to tender submission to GeM Portal. Such queries related to tender submission shall not be directed to Authority. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in their sole discretion, and none of the Clauses in the tender documents shall be taken or read as compelling or requiring or obliging the Authority to respond to any question or to provide any clarification.

2. Overview of Tendering Process

2.1. Brief description of bidding Process

2.1.1. THE AUTHORITY has adopted a two-stage competitive bid process (collectively called as the "**Bidding Process**") for selection of the Bidder for award of the Project. It involves:

a) Qualification (the "Qualification") of interested Bidders who make a Qualification Application (the "Qualification Application") in accordance with the Annexure B of Volume-IV. At the end of this stage, THE AUTHORITY expects to announce a

short-list of suitable pre-qualified Bidders (the "Qualified Bidders") meeting the Minimum Eligibility and Technical Experience criteria as set out in Clause 4 and Clause 5 of Volume-I respectively, who shall be eligible for participation in the second stage of the Bidding Process.

b) In second stage of the Bidding Process, THE AUTHORITY will evaluate the financial proposals (the "**Financial Proposal**") submitted by the Qualified Bidders on the GeM portal. The evaluation shall be based on the quoted lump sum price, which must be inclusive of all applicable charges and taxes. Additionally, Bidders are required to submit a detailed price breakup in accordance with **Annexure C of Volume-IV (Price Bid)**. This price breakup shall be utilized by the Authority to assess the reasonableness of the quoted price.

2.1.2. The RFP for the tender and all the further updates, notices, amendments, clarifications, etc. shall be available on the GeM portal.

2.1.3. The "**Bidding Documents**" or "**RFP Documents**" include Volume-I: Project Summary, Volume-II: Instructions Manual, Volume-III: Draft Agreement and Volume-IV: Bid Formats. The aforesaid documents and any addenda issued subsequent to this RFP Document will also form a part of the Bidding Documents.

2.1.4. The Bidder shall furnish an EMD as a bid security in the amount as specified in the bid document. EMD can be submitted in form of DD/ Bank Guarantee / FDR from a Nationalized Bank / Scheduled Bank payable in favour of Director, Directorate of Education, GNCTD. The Bidder shall upload scanned copy of EMD along with Technical Bid. Physical copy of the EMD should reach the Office of PMU Branch, Directorate of Education, GNCTD on or before last date of Bid submission.

2.1.5. Bidders will also be required to submit the Bidding Documents, **each page of which shall be numbered and duly signed by its authorized signatory**.

3. General Information

3.1. Eligibility of Bidders

3.1.1. For determining the eligibility of Bidders (the "Eligible Bidders"), the following shall apply:

1) The Bidder should be a registered Legal Entity. Please refer to clause 4.1 in Volume-I.

2) The Other conditions for determining the eligibility of Bidders is as follows:

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified from bidding for any contract with the Authority for a period of one year from the date of notification. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the EMD. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

a). the Bidders (or its members) have common controlling shareholders or other ownership interest; However, this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder (or its members) is only a minor shareholding of less than 5%; OR

b). a constituent of such Bidder is also a constituent of another Bidder, OR

c). such Bidder (or its members) receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder (or its members); OR

d). Any two Bidders have the same legal representative for purposes of this Tender; OR

e). There is access of information or influence between any two Bidders of this Tender by virtue of a relationship, directly or through common third party / parties; OR

f). Any Bidder (or its members) has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

3) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of THE AUTHORITY in relation to the Project is engaged by the Bidder (or its members), in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder (or its members) in the pasts, but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 1 (One) year from the date of announcement of Selected Bidder.

3.1.2. The Bidder should submit a Power of Attorney as per the format of Volume-IV of the RFP Document, authorizing the signatory of the Submission to commit the Bidder.

3.1.3. Non-eligibility of Bidders

3.1.3.1. Any entity, which has been barred by the Central / State government, from participating in any project, and the bar subsists as on the date of Submission, would not be eligible to submit the Bid documents.

3.1.3.2. A Bidder member should, in the last 3 (three) years, have neither (1) failed to perform its obligation of any contract by any public entity nor (2) has been terminated or expelled from any project or contract by any public entity nor (3) have had any contract terminated by any public entity for breach by such Bidder.

3.1.3.3. Any Bidder/OEM from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as provided in the Order (Public Procurement No.4) dated 23.02.2023 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. While participating in bid, Bidder must undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

3.1.3.4. The following conditions shall be adhered to while submitting the Bid Documents:

a) Bidders should scan clearly marked documents and upload` in the prescribed tabs. Bidders are also expected to also fill in the data requested in Qualification Application in the prescribed forms. Any Bidder submitting incomplete documents or partially filling the prescribed forms will be liable to be disqualified.

b) In responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 4 of Volume-I.

3.1.4. Notwithstanding anything to the contrary contained herein, in the event that the Due Date falls within four months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid Submission and furnish all its information and certification with reference to the 3 (three) years, preceding its latest

financial year. For the avoidance of doubt, financial year shall, for the purposes of the Bid submission hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

3.2. General Terms of Bidding Process

3.2.1. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement (as provided in Volume-III) shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

3.2.2. This RFP shall prevail over the Terms and Conditions of the GeM portal in the event of any inconsistency or conflict.

3.2.3. The documents including this RFP and all attached documents, provided by THE AUTHORITY are and shall remain the property of THE AUTHORITY and are transmitted to the Bidders solely for the purpose of preparation and the submission of Bids in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. The provisions of this Clause shall also apply mutatis mutandis to the Bid documents and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any document, or any information provided along therewith.

3.2.4. This RFP is not transferable.

3.2.5. Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

3.3. Number of Submissions and costs thereof

3.3.1. No Bidder shall submit more than one Bid for the Project.

3.3.2. The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. THE AUTHORITY will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.4. Acknowledgement by Bidder

3.4.1. It shall be deemed that by submitting the Bid, the Bidder has:

a) made a complete and careful examination of the provisions of the RFP;

b) received all relevant information requested from the Authority;

c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP (if any) or furnished by or on behalf of the Authority;

d) satisfied itself about all matters, things and information as necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations thereunder;

e) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority; and

f) agreed to be bound by the terms of the RFP document, the undertakings provided by it under and in terms hereof.

3.4.2. THE AUTHORITY shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or

relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by THE AUTHORITY.

3.5. Right to accept or reject any or all Bid Submissions

3.5.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid Submission and to annul the Bidding Process and reject all Bid Submissions, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bid Submissions, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.

3.5.2. The Authority reserves the right to reject any Bid if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

c) Non-compliance with the specified formats for submission of information (Annexures) may lead to the rejection/disqualification of the bid.

If such disqualification / rejection occur after the Financial Proposals have been opened and the Selected Bidder gets disqualified / rejected, then the Authority reserves the right to:

d) invite the Eligible Bidder with Second Lowest Cost to match the Cost of the Lowest Cost Bidder; or

e) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

3.5.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Term of Agreement thereby granted by the Authority, that one or more of the Qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by THE AUTHORITY to the Bidder, without THE AUTHORITY being liable in any manner whatsoever to the Bidder. In such an event, the Bidder shall also forfeit their EMD / performance security towards damages, which sum is agreed to be a genuine pre-estimate of damages, without prejudice to any other right or remedy which THE AUTHORITY may have under this RFP, the Bidding Documents, the Agreement or under applicable law.

3.5.4. THE AUTHORITY reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by THE AUTHORITY shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

3.6. Bid Validity Period

3.6.1. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date ("**Bid Validity Period**"). The Bid Validity Period may be extended by mutual consent of the respective Bidders and THE AUTHORITY.

3.7. Confidentiality

3.7.1. Information relating to the examination, clarification, evaluation, and recommendation for the shortlisted Qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. THE AUTHORITY will treat all information, submitted as part of Bid Submission, in confidence and will require all those who have access to such material to treat the same in confidence. Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act / Rules. THE AUTHORITY may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or THE AUTHORITY or as may be required by law or in connection with any legal process.

3.8. Conflict of Interest

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations:

a) A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:
   i. have controlling partners/ shareholders in common; or
   ii. receive or have received any direct or indirect subsidy from any of them; or
   iii. have the same legal representative for purposes of this Bid; or
   iv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
   v. The Bidder patriciates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
   vi. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
   vii. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

A. Documents

3.9. Contents of the RFP

3.9.1. The entire RFP comprises of the disclaimer set forth hereinabove and four Volumes of documents, whose details are as follows:

- **Volume-I: Project Summary** including project background, details of proposed project, term of Agreement, minimum eligibility & technical experience, financial proposal and proposed next steps.
- **Volume-II: Instructions Manual**
- **Volume-III: Draft Agreement**

- **Volume-IV: Bid Formats**
- **Annexures, if applicable**

3.9.2. The entire RFP may additionally include any Corrigenda or Addenda issued by THE AUTHORITY at any time prior to the deadline for submission of bid documents by the Bidder. The issuance of Corrigenda or Addenda by THE AUTHORITY can be for any reason, whether at its own initiative or in response to clarifications requested by A Bidder.

3.9.3. Any Corrigenda or addendum issued shall be part of the RFP Documents and shall be available on the GeM portal.

3.9.4. The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP Document. Failure to furnish all information or documentation required by the RFP Document may result in the rejection of the bid.

3.10. Clarification

3.10.1. Bidders requiring any clarifications to the RFP may notify the Authority by uploading their query on the GeM Portal. They should send in their queries before the date specified in the schedule of Bidding Process for the submission of queries.

3.10.2. THE AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. The responses, if any will be uploaded to the GeM portal. The Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring or obliging the Authority to respond to any question or to provide any clarification.

3.10.3. The responses issued by the Authority may be accordingly modified by issue of addenda / corrigenda to such effect.

3.10.4. All clarifications and interpretations issued by THE AUTHORITY shall be deemed to be part of the RFP. Verbal clarifications and information given by THE AUTHORITY, or its employees or representatives shall not in any way or manner be binding on THE AUTHORITY.

3.11. Amendment of RFP and the Draft Agreement

3.11.1. At any time prior to the deadline for submission of bids, up to bid opening, THE AUTHORITY may, if it deems fit and proper, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the bidding documents by issuance of corrigenda / addenda.

3.11.2. Any addendum issued shall be part of the Bidding Document and shall be available on the GeM Portal.

3.11.3. In order to accord the Bidders a reasonable time for taking the addendum into account in preparing their bids, or for any other reason, THE AUTHORITY may, in its sole discretion, extend the Due Date under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the GeM Portal.

3.12. Correspondence with the Bidder

3.12.1. Save and except as provided in this RFP, THE AUTHORITY shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

B. Preparation and Submission of Bid

3.13. Cost of the Bid

3.13.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and THE AUTHORITY shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.14. Language

3.14.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English. Supporting documents and printed literature furnished by the Bidder with the Bid submission may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the issuing authority or by the translation departments of the High Court / Supreme Court of India / any other Government department / Government agency. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translations shall prevail.

3.15. Format and signing of Bid

3.15.1. The Bidder shall provide all the information sought under this RFP. THE AUTHORITY will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and / or conditional Bids shall be liable to rejection.

3.15.2. All pages of the Bid Proposal shall be numbered serially and shall include a comprehensive index at the beginning of the document. Each page of the submission shall be signed by the Authorized Representative of the Bidder as per the terms of the RFP.

3.15.3. The Bids shall be submitted online on the GeM portal itself; manual/offline bids shall not be accepted under any circumstances. Also, the Bidder shall have to separately send EMD receipt in original hard copy to the Authority as per the format provided in Volume – IV of the RFP.

3.16. Documents comprising the Bids

3.16.1. Bids are to be submitted following the process mentioned in this RFP comprising of the Qualification Application and the Financial Proposal in the prescribed formats before the Bid Due Date and time.

3.16.2. Qualification Application

a) The Qualification Application shall comprise of the following:

1. Letter of Qualification Application in form of Affidavit in the prescribed format at Annexure A in Volume-IV.
2. Details of the Bidder and OEMs in the prescribed format at Annexure B1 and B2 respectively in Volume-IV.
3. Forms regarding financial experience of the Bidders and OEMs in the prescribed format at Annexure B3 and B4 respectively in Volume-IV.
4. Forms regarding technical experience in the prescribed format at Annexure B5.
5. Certificate of Blacklisting at Annexure B6 in Volume-IV.
6. Certificate of Insolvency at Annexure B7 in Volume-IV.
7. Manufacturer's Authorization Form as per the format at Annexure B8 in Volume-IV.

8. Undertaking for local office presence as per the format at Annexure B9 in Volume-IV.
9. Undertaking for Technical Compliance as per the format at Annexure B10 in Volume-IV.
10. Undertaking for Declaration of OEM experience in India as per the format at Annexure B11 in Volume-IV.
11. Undertaking for Authorized Service Centre in NCR of Delhi as per the format at Annexure B12 in Volume-IV.
12. Power of Attorney for signing the Bid as per the format at Annexure B13 in Volume-IV.
13. Statement of Legal Capacity as per the format at Annexure B14 in Volume-IV.
14. Format for Cover Letter for submission of EMD payment receipt paid at Annexure B15 in Volume-IV.
15. Integrity Pact to be signed as per the format at Annexure B16 in Volume-IV.
16. Other supporting documents as required or requested in this RFP
17. Original RFP Document should be signed on each page by the Bidder on whose name Power of Attorney is provided.

b) In case of failure to submit any of the above-mentioned documents in respective folders, the Authority shall be entitled to summarily reject the bid.

3.16.3. Financial Proposal

The bidders are requested to fill price bid details available on the GeM Portal, which is required to be filled and submitted on the GeM Portal. Refer to Clause 6 in Volume-I.

3.16.4. Tender submission shall be as per the norms of the GeM portal. The bidder should scan and upload the required documents (including Annexure B and C in Volume-IV) along with supporting documents. The hard copy of only those documents mentioned at Clause 3.15.3 is to be submitted in sealed envelope and super scribed the **name of the project** on the top right-hand corner and addressed to: PMU Branch, Directorate of Education, Government of NCT of Delhi, Old Secretariat, Near Vidhan Sabha, Delhi, 110054. THE AUTHORITY reserves the right to disqualify the Bidders who do not submit hard copy of required documents before the bid due date.

3.17. Submission of Bids

3.17.1. The Bids (including Qualification Application and Financial Proposal) must be uploaded on the GeM Portal before the prescribed time on the Bid Due Date, in the manner and form as detailed in this RFP.

3.17.2. THE AUTHORITY may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders, in which case all rights and obligations of THE AUTHORITY and Bidders previously subject to the Bid Due Date shall thereafter be subject to the Due Date as extended.

3.18. Late Submission of Bids

3.18.1. Bids shall be submitted electronically up to the time and date specified in the Notice Inviting Bids or an extension issued thereof. Bid Submissions received by THE AUTHORITY after the specified time on the Bid Due Date shall not be accepted for whatsoever reasons.

3.19. Modifications / substitution / withdrawal of Bids

3.19.1. The Bidder shall not be allowed to modify, substitute or withdraw its Bid after submission.

3.20. Earnest Money Deposit

3.20.1. The Bidder shall furnish as part of its Bid, a copy of the EMD payment receipt along with EMD letter whose format is provided in Annexure B16 in Volume-IV.

No relaxation of any kind on EMD shall be given to any Bidder. THE AUTHORITY shall not be liable to pay any interest on the EMD deposit made by the Bidder and the same shall be interest free.

3.20.2. Any Bid not accompanied by copy of the EMD payment receipt along with EMD letter shall be summarily rejected by THE AUTHORITY as non-responsive.

3.20.3. The EMD of (1) Bidders whose Qualification Application is found to be non-responsive, and (2) Unsuccessful Bidders shall be returned by THE AUTHORITY, without any interest, within 45 (forty-five) days of the date of issuance of the Letter of Award or the date of cancellation of the Bidding Process, when the Bidding Process is cancelled by THE AUTHORITY, as the case may be.

3.20.4. The Selected Bidder's EMD will be returned, without any interest, within 60 (sixty) days of the signing the Agreement and furnishing the Performance Security in accordance with the provisions in the Agreement provided that the Selected Bidder is otherwise not in breach of the terms hereof. The Authority may, at the Selected Bidder's request, allow the Selected Bidder to adjust the EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

3.20.5. THE AUTHORITY shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified in Clause 3.20.6 in Volume-II herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that THE AUTHORITY will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this RFP. No relaxation of any kind shall be given to any Bidder in respect of the forfeiture of the EMD for the purposes of this clause.

3.20.6. The EMD shall be entitled to be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or under the Agreement, or otherwise, under the following conditions:

a) If the Financial Proposal is found to be qualified or conditional;

b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of Volume-II;

c) If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

d) In the case of Selected Bidder, if it fails within the specified time limit:

   i. to sign and return the duplicate copy of LOA; or

   ii. to furnish the Performance Security within the period prescribed thereof in the Letter of Award.

e) If the Bidder is otherwise in breach of the terms of this document.

3.21. Bid Opening

3.21.1. The Qualification Application will be opened online by THE AUTHORITY receiving Bids or by its authorized representative at the time, date and place specified under

"INVITATION FOR REQUEST FOR PROPOSAL" in the presence of the Bidders who choose to attend. The date and time for online opening of Financial Proposal will be announced at the time of uploading of the names of Qualified Bidders, such other time as may be decided by THE AUTHORITY. The manner of online opening of Financial Proposal will be same as Qualification Application opening.

3.21.2. All folders containing the Qualification Applications shall be opened one at a time, and the following recorded:

a) the name of the Bidder;

b) the name of the representative, if present;

c) the presence of EMD;

d) the date and time of opening;

e) any other details as THE AUTHORITY may consider appropriate.

3.21.3. The Authority shall conduct the opening of the Financial Proposal of the shortlisted Bidders at time, date and the place specified in "INVITATION FOR REQUEST FOR PROPOSAL" in presence of the Bidders who choose to attend. All folders containing Financial Proposal shall be opened one at a time and the following recorded:

a) the name of the Bidder;

b) the name of the representative, if present;

c) the bid value / financial offer;

d) the date and time of opening;

e) any other details as THE AUTHORITY may consider appropriate.

3.21.4. Only Financial Proposals recorded during the opening of Financial Proposals shall be considered for evaluation. No Bids shall be rejected at the time of opening of Financial Proposals except when the Financial Proposal is not in accordance with the Bidding Documents. A copy of the record shall be uploaded on the GeM Portal.

C. Evaluation Process

3.22. Evaluation of Bids

3.22.1. THE AUTHORITY, represented by its empowered committee, will examine and evaluate the Bids in accordance with the provisions described in this RFP. THE AUTHORITY may involve their consultants for such purpose.

3.22.2. Bidders are advised that Qualification of Bidders will be entirely at the discretion of THE AUTHORITY. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

3.22.3. Any information contained in the Bids shall not in any way be construed as binding on THE AUTHORITY, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.22.4. THE AUTHORITY reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.22.5. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, THE AUTHORITY may, at its sole discretion, exclude the relevant portion from computation of Technical and Financial capacity of the Bidder.

3.22.6. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by THE AUTHORITY as incorrect or erroneous, THE AUTHORITY shall reject such claim and exclude the same from evaluation of Threshold Experience of the Bidder. Where any information is found to be patently false or amounting to a material misrepresentation, THE AUTHORITY reserves the right to reject such Bids.

3.23. Tests of responsiveness of Qualification Applications

3.23.1. Prior to evaluation of Bids, THE AUTHORITY shall determine whether each Qualification Application is responsive to the requirements of the RFP. A Qualification Application shall be considered responsive only if:

a) it is received as per formats at Annexure A, B, and C (Price Bid) in Volume-IV

b) online submission of Qualification Application and financial bid is received before the prescribed time on the Bid Due Date including any extension thereof pursuant to Clause 3.17 in Volume-II;

c) hard copies of only those documents as prescribed at Clause 3.15.3 are received before the prescribed time on the Bid Due Date including any extension thereof pursuant to Clause 3.17 in Volume-II.

d) it contains all the information and documents (complete in all respects) as requested in this RFP;

e) it contains information in formats same as those specified in this RFP;

f) it does not contain any condition or qualification;

g) it contains certificates from its statutory auditors in the formats specified at Annexure B in Volume-IV of the RFP for each Eligible Project;

h) it does not contain any condition or qualification in the Financial Proposal; and

i) it is not non-responsive in terms hereof.

3.23.2. The Bidders are expected to fulfill the minimum eligibility criteria as set in clause 4.1 of Volume-I, failing which the Bidder shall stand disqualified. Only if the Bidder fulfils the Clause 3.23.1, the Bidder will be evaluated for minimum eligibility criteria.

3.23.3. Only for those Bidders which fulfils the minimum eligibility criteria as set in clause 4.1 of Volume-I, the Technical Experience Score of the Bidder shall be evaluated.

3.23.4. The credentials of eligible Bidders shall be measured in terms of their Technical Experience Score arrived at as per clause 5 of Volume-I hereof.

3.23.5. THE AUTHORITY reserves the right to reject any Bid Submission which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid Submission.

3.24. Financial Evaluation for Selection of Bidder

3.24.1. The financial proposal of the Qualified Bidders would be ranked in Ascending order of the quoted bid amount with the Bidder quoting the lowest bid amount being ranked "**L1**" and the shortlisted Bidder quoting the second lowest bid amount as "**L2**" and so on. The lowest rate among financial bids submitted by the bidder whose bid is found to be responsive and who is eligible and technically qualified as per terms & conditions mentioned in at 5.2 will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on.

3.24.2. The "**L1**", subject to the other qualification requirements as laid out in this RFP, would be issued Letter of Award and would sign the Agreement on the terms and conditions as specified by THE AUTHORITY. In case the "L1" Bidder decides to withdraw from

the bid process, the Bidder may be disqualified from bidding for any contract with the Authority for a continuous period of one year from the date of withdrawal of the Bid.

3.24.3. In the event the Financial Bids of 2 (two) or more Bidders, who are qualified, are the lowest and the same (the "**Tied Bidders**"), the Qualified Bidder with the higher technical score will be given preference. If the tie still persists, then the ranking shall be decided by the draw of lots, in the presence of Tied Bidders.

3.24.4. Bidders are requested to note that the Financial Proposal should not have any conditionality attached or deviations from the Agreement as indicated in the Bid document. Bids with conditions attached may be treated as non-responsive and liable for rejection at the discretion of THE AUTHORITY.

3.24.5. Bidders are requested to quote lump sum price on GeM portal, which must be inclusive of all applicable charges and taxes, along with a price breakup as per the format at Annexure C in Volume-IV).

3.25. Clarification

3.25.1. To facilitate evaluation of Bids, THE AUTHORITY may, at its sole discretion, seek clarifications from any Bidder regarding its Bid Submission. Such clarification(s) shall be provided within the time specified by THE AUTHORITY for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.25.2. If a Bidder does not provide clarifications sought under Clause 3.25.1 above within the prescribed time, its Bid Submission shall be liable to be rejected. In case the Bid is not rejected, THE AUTHORITY may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of THE AUTHORITY.

3.26. Confidentiality

3.26.1. Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on award of the project is communicated to all Bidders.

3.26.2. Any attempt by a Bidder to influence THE AUTHORITY in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

3.27. Nonconformities, Errors, and Omissions

3.27.1. Provided that a Bid is substantially responsive, THE AUTHORITY may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.

3.27.2. Provided that a Qualification Application is substantially responsive, THE AUTHORITY may request that the Bidders submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Qualification Applications related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its bid.

3.28. Award of Works

3.28.1. **Letter of Award** – Upon completion of the Bidding Process and identification of L1 Bidder, THE AUTHORITY shall, prior to expiration of the bid validity period, upload the name of the Lowest Bidder / Selected Bidder and / or send an email and will issue the LOA to it.

3.28.2. The technically qualified bidder with the L1 rates shall be selected. However, the Authority reserves the right to split award of works between multiple technically qualified Bidders based on the L1 rates.

3.28.3. In case of split in award of works, the work will be divided between L1, L2 and L3 bidders broadly in the ratio of 50:30:20. If there are only two technically qualified bidders, the work will be divided between L1 and L2 in the ratio of 70:30. In case of non-acceptance of the offer by the L2 or L3 Bidders to supply at L1 rates, a similar offer shall be made to next lowest Bidders.

3.28.4. Within 7 (seven) days from the receipt of the LOA, the Successful Bidder shall be required to satisfy the certain conditions as specified in clause 11.2 of Volume-I, which will enable the Authority to sign the Agreement with them.

3.29. No Contact during the process of bid evaluation

3.29.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time THE AUTHORITY makes official intimation of award / rejection to the Bidders. While the bids are under consideration, Bidders and / or their representatives or other interested parties are prohibited from contacting by any means, THE AUTHORITY, and / or its employees / representatives on matters related to the bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

4.1.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, THE AUTHORITY may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.1.2. Without prejudice to the rights of THE AUTHORITY under Clause 4.1.1 in Volume-II hereinabove, if a Bidder is found by THE AUTHORITY to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by THE AUTHORITY during a period of 2 (two) years from the date such Bidder is found by THE AUTHORITY to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.1.3. For the purposes of this Clause 4 in Volume-II, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of THE AUTHORITY who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of THE AUTHORITY, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by THE AUTHORITY with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. MISCELLANEOUS

5.1.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

5.1.2. THE AUTHORITY, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a) suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Bidder in order to receive clarification or further information;

c) pre-qualify or not to pre-qualify any Bidder and / or to consult with any Bidder in order to receive clarification or further information;

d) retain any information and / or evidence submitted to THE AUTHORITY by, on behalf of, and / or in relation to any Bidder; and / or

e) Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.

5.1.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and / or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.

5.1.4. All standards, technical specifications and codes of practice referred to shall be latest editions including all applicable official amendments and revisions.

5.1.5. The Bidders shall have to comply with the provisions of the (a) Contract Labour (Regulation & Abolition) Act, 1970 (b) Apprentices Act, 1961 and (c) Minimum Wages Act, 1948 or the notifications thereof or any other laws relating to and the rules made and order issued thereunder from time to time.

5.1.6. **INDEPENDENT EXTERNAL MONITOR** – The details of Independent External Monitor (IEM) are as below:

(a) Ms. Saroj Punhani, IA&AS (Retd.)
E-mail: saroj_punhani@hotmail.com, punhaniS@cag.gov.in
(b) Lt. Gen Rajeev Sirohi, PVSM, UYSM, AVSM, VSM (Retd.)
E-mail: sirohirajeev@yahoo.com

«««« END OF VOLUME-II: INSTRUCTIONS TO BIDDERS »»»»

VOLUME-III: AGREEMENT

AGREEMENT

for

Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi

This AGREEMENT (hereinafter called the **Agreement**) is made on the .....……. day of the month of …… 20…, between, on the one hand, […….] (Hereinafter called the Authority**)** which expression shall include their respective successors and permitted assignees, unless the context otherwise requires) and, on the other hand, _____a Private Limited Company/ Limited Liability Company incorporated under the _____ Act, on the _____ day of the month of ____, 20__, before the Registrar of Companies _____ under no. _____ bearing CIN: _____, having its registered office at _____ and represented in this act by its _____ (hereinafter called the "Vendor" which expression unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assignees).

WHEREAS

a. The Directorate of Education, Government of NCT of Delhi has invited proposals vide its Request for Proposal for Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi. (Hereinafter called the **Project**);

b. the Vendor submitted its proposals for the aforesaid work, whereby the Vendor represented to the Authority that it had the required capacity, and in the said proposals the Vendor also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

c. the Directorate of Education, on acceptance of the aforesaid proposals of the Vendor, awarded the project or part of the project to the Vendor vide its Letter of Award dated ..... (the **LOA**); and

d. in pursuance of the LOA and submission of Performance Security by way of Bank Guarantee by the Vendor, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

A. GENERAL CONDITIONS OF CONTRACT (GCC)

1) **Definitions**- The following words and expressions shall have the meanings hereby assigned to them -

   a) "Contract" means the agreement entered into between the Directorate of Education, Government of NCT of Delhi and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

c) “Contract Price” means the price payable to the Vendor as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) “Completion” means the fulfillment of the Related Services by the Vendor in accordance with the terms and conditions set forth in the Contract.

e) “Day” means calendar day.

f) “DOE” means the Directorate of Education, Government of NCT of Delhi

g) “Authority” means ultimate recipient of goods and services as specified in the bidding document.

h) “Vendor or Bidder” means the individual or firm supplying the goods and services under this contract.

i) “Delivery” means the transfer of the Goods from the Vendor to the Authority in accordance with the terms and conditions set forth in the Contract.

j) “GCC” mean the General Conditions of Contract

k) “Goods” means all of the commodities, raw material, machinery and equipment’s, documents, guarantees/ warrantees and/ or other materials that the Vendor is required to supply to the Authority under the Contract.

l) “Related Services” means the services incidental to the supply of the Goods, such as installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the Vendor under the Contract.

m) “SCC” means the Special Conditions of Contract.

n) “Subcontractor” means any natural person, private or government Entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Vendor.

o) “The Site,” where applicable, means the place of delivery, installation, testing/ commissioning of the goods/ equipment or machinery or any other place named in the bidding document

p) “Up Time” means the time period when specified services with specified technical and service standards are available to user(s)

q) “Down Time” means the time period when specified services with specified technical and service standards are not available to user(s).

r) “Go-Live” means successful installation of Computer Systems & peripherals and commissioning of a Computer Lab i.e. Supply, Installation, testing of hardware and software installation as per the approved technical specifications and its

operational readiness for handover to the intended users.

2) Interpretation-

a) If the context so requires it, singular means plural and vice versa.

b) **Entire Agreement-** The Contract constitutes the entire agreement between the Authority and the Vendor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract

c) **Amendment-** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto;

d) Non-waiver

i. Subject to GCC Sub-Clause (e) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

ii. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

e) **Severability-** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Income Tax, GST Registration Certificate-

The Vendor who does not hold a valid Permanent Account Number (PAN) from Income Tax department and GST registration shall not bid. The GST Registration Certificate shall be submitted without which the bid is liable to be rejected. The bidder quoting GST should have valid GST registration and bidder should mention the same GST registration number in the bid document.

4) Contract Documents-

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, supplementary and mutually explanatory.

5) Code of Integrity-

The Vendor shall maintain the highest standards of ethics and shall not be engaged directly or indirectly or through an agent, in corrupt practice, fraudulent practice, coercive practice, undesirable or restrictive practice. The corrupt, fraudulent, coercive, undesirable or restrictive practices are further defined as below:

a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person or

another party.

b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and

d) “undesirable practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

e) The Authority shall take legal action against the Vendor under relevant section of the law, if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for the Contract or execution of the Contract.

6) Language-

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Vendor and the Authority, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The Vendor shall bear all costs of translation to the English language and all risks of the accuracy of such translation.

7) Eligible Goods and Related Services-

a) All Goods and Related Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.

b) For purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “Related Services” includes services such as installation, transportation, testing, commissioning, training, and mandated operation and maintenance.

c) The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

d) The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

e) If so required, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in the RFP. Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods for this project.

8) Notices-

a) Any notice given by one party to the other pursuant to the Contract shall be in

writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of receipt.

b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

9) Governing Law-

The Contract shall be governed by and interpreted in accordance with the laws of India and NCT of Delhi.

10) Scope of Supply-

a) Vendor will supply, install and commission the goods within 75 days from the issue of Letter of Award.

b) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

c) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

d) The Vendor shall not quote and supply any hardware/ software that is likely to be declared as End of Sale and End of Service/ Support. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the Vendor shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the Authority.

11) Delivery & Installation-

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the Vendor are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the Authority, if the supplies are not made to its satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Vendor/ selected Bidder shall arrange to supply, install and commission the ordered materials as per specifications within the specified delivery/ completion period at various locations mentioned in the bidding document and/ or contract.

d) Shifting the place of Installation: The end-user will be free to shift the place of installation within the same city. The Vendor shall re-install all the equipment’s and provide assistance, including transportation, in shifting of the equipment. However, in case of shifting, additional charges towards assistance in shifting and re-installation would be decided mutually.

12) Vendor’s/ Selected Bidder’s Responsibilities-

The Vendor shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

13) Authority's Responsibilities –

Whenever the supply of goods and related services requires that the Vendor obtain permits, approvals, and import and other licenses from local public authorities, the Authority shall, if so required by the Vendor, shall make its best effort to support the Vendor in complying with such requirements in a timely and expeditious manner.

14) Contract Price-

a) The Contract Price shall be paid as specified in the agreement subject to any additions and adjustments there to, or deductions, therefore, as may be made pursuant to the Contract.

b) Prices charged by the Vendor for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustments, if authorized in the special conditions of the contract.

15) Recoveries from Vendor/ Selected Bidder-

a) Recovery of penalty, short supply, breakage, rejected articles shall be made ordinarily from bills.

b) The Purchase Officer shall withhold amount to the extent of penalty, short supply/ installation/ deployment, breakage and rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and Security Deposit available with Authority.

c) The balance, if any, shall be demanded from the Vendor/ Selected Bidder and when recovery is not possible, the Purchasing Entity shall take legal recourse.

16) Taxes & Duties-

a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by Authority as per prevailing rates.

b) For Goods supplied from outside India, the Vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

c) For Goods supplied from within India, the Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods at site to the Authority.

d) If any tax exemptions, reductions, allowances or privileges may be available to the Vendor in India, the Authority shall use its best efforts to enable the Vendor to benefit from any such tax savings to the maximum allowable extent.

17) Agreement and Security Deposit-

a) A Letter of Award (LOA) shall be issued to the successful Bidder to sign the agreement within 15 days from finalization of rates.

b) The successful Bidder will be required to sign an agreement with Director, DOE on a non-judicial stamp paper of prescribed value of this cost incorporating all the terms and conditions attached to tender form within 15 days from the date of LOA. The agreement will be a composite agreement for a period of **5 (Five) years and 3 (Three) Months** from the date of signing of agreement. Violation of any term and condition of Agreement will entitle the Authority to fragment, terminate the contract and forfeit the security deposit. Further in case of

violation of any term and condition, unsatisfactory work, failing in imparting proper training, work can be assigned to any other Bidder at the risk and cost of the original Bidder and contract can be terminated at any time during the progress of the contract by the Authority.

c) Validity of Contract for Warranty - Service Level Agreement for On-site comprehensive warranty for a period of **5 (Five) years** from the date of Commissioning of all equipment's as per the Bid. Violation of any term and condition of Agreement will entitle the Authority to fragment, terminate the contract and forfeit the security deposit. Further in case of violation of any term and condition, unsatisfactory work, work can be assigned to any other Bidder at the risk and cost of the original Bidder and contract can be terminated at any time during the progress of the contract by the Authority.

d) The expenses of completing and stamping the agreement shall be paid by the Vendor and the Vendor will furnish free of charge on executed stamped copy of the agreement to the Director, DOE.

18) Performance Security Deposit (PSD)-

a) The Vendor shall, within fifteen (15) days or a period specified in SCC, of the Notification of Award, sign the Contract Agreement and provide a Performance Security or, where applicable, a Performance Security Declaration for the due performance of the Contract for the amount specified in the SCC.

b) The Performance Security shall be denominated in the currency of the Contract and shall be the form of a Bank guarantee from a scheduled/ nationalized Bank in India in prescribed format or from other Issuer acceptable to the Authority. The bank guarantee shall be verified from the issuing bank and confirmer, if any.

c) The validity of the Performance Security shall be for a period of 60 (sixty) days beyond the date of entire term of the Agreement and have to be increased proportionally in case of any extension to the contract duration.

d) The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Authority on happening of any of the events mentioned below:

   (i) when the Vendor does not sign the Agreement in accordance with Clause 3.28 of RFP Volume -II within the specified time; after issue of letter of award/ placement of supply order within the specified period; or

   (ii) when the Vendor fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or

   (iii) when Vendor fails to make complete supply of the Goods or Related Services satisfactorily within the time specified; or

   (iv) When any terms and conditions of the Contract is breached; or

   (v) if the Vendor breaches any provision of the Code of Integrity prescribed for Bidders in the Act/ Rules and as specified in ITB.

e) Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Authority in this regard shall be final.

f) The Performance Security shall be discharged by the Authority and returned to the Vendor not later than sixty (60) days following the date of satisfactory completion of the Vendor's performance obligations under the Contract, including warranty and/ or maintenance obligations, unless specified otherwise in the SCC.

19) Liquidated Damages-

a) Subject to provisions of GCC Clause 'Force Majeure' and 'Extensions of Time', if the Vendor fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Authority will be entitled to deduct/recover the Liquidated Damages for the delay @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

b) Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day. The value of Goods and/ or Related Services not received in specified time should be calculated based on unit rate mentioned at Annexure-I of this Agreement.

c) The maximum number of liquidated damages shall be 10% of the contract value. Once the maximum is reached, the Authority may terminate the Contract pursuant to GCC Clause 'Termination & Disputes'.

d) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the Vendor along with number of liquidated damages shall be recovered from his dues and Performance Security available with the Authority. In case balance of recovery is not possible, recourse will be taken under relevant section of the law in force.

20) Confidential Information-

a) Authority and the Vendor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Vendor shall not use the documents, data, and other information received from the Authority for any purpose other than the services required for the performance of the Contract.

c) The obligation of a party under GCC Sub-Clauses (a) and (b) above, however, shall not apply to information that:

   i. the Authority or Vendor need to share with other institutions participating in the financing of the Contract;

   ii. now or hereafter enters the public domain through no fault of that party;

   iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party;

   or

   iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

d) The above provisions of this clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

21) Sub-contracting-

The Vendor shall not sublet or assign the Contract or its any part to anyone.

22) Assignment-

Neither the Authority nor the Vendor shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Vendor or the Procurement Entity of their respective obligations under the Contract.

23) Specifications and Standards-

a) Technical Specifications **-**

i. The Vendor/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

ii. The Vendor/ Selected Bidder shall be entitled to disclaim responsibility for any specification or other document, or any modification thereof provided by or on behalf of the Authority, by giving a notice of such disclaimer to the Authority.

iii. All Goods and Related Services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.

iv. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods. In no case such standards shall be inferior to the relevant updated BIS or international standards.

v. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes) and were asked for, supply samples, demonstrates trials or carry out tests as specified in this document.

vi. The documentary evidence may be in the form of literature, design/drawings or data etc., and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a duly signed statement of deviations and exceptions to the provisions mentioned in this document.

vii. Standards for workmanship, process, material, operation and maintenance and equipment, as well as references to brand names or catalogue numbers specified by the Authority in the Schedule of Supply, are the minimum

acceptable standards and are intended to be descriptive only and not restrictive. The Bidder may offer other standards of better quality, brand names, and /or catalogue numbers, provided that it demonstrates, to the Authority's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.

b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Authority and shall be treated in accordance with the general conditions of the contract.

c) The supply of goods specified in the Appendix – I of Volume -I of RFP conform strictly to the approved samples. The decision of the Authority whether the goods supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the Vendor.

24) Packing and Documents-

a) The Vendor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Authority.

25) Transportation-

The Goods shall be supplied for locations as directed by the Authority within NCTG of Delhi. All transportation charges, local taxes, etc. shall be borne by the Vendor.

26) Extensions of Time-

a) If at any time during performance of the Contract, the Vendor or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC 'Delivery' Clause, the Vendor shall promptly notify the Authority in writing of the delay, its likely duration, and its cause. As soon as practicable after receiving of the Vendor's notice, the Authority shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.

b) Except in case of Force Majeure, as provided under GCC, or reasons beyond the control of the Vendor under GCC sub-clause (a) above, a delay by the Vendor in the performance of its Delivery and Completion obligations shall render the Vendor liable to the imposition of liquidated damages pursuant to GCC Clause 'Liquidated Damages'.

27) Authenticity of Equipment's-

a) The selected bidder shall ensure that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the Authority may have inspected and/ or approved the said goods, the Authority will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the Vendor's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

c) Goods accepted by the Authority in terms of the contract shall in no way dilute Authority's right to reject the same later, if found deficient in terms of this clause of the contract.

28) Warranty-

a) The Vendor shall provide a comprehensive onsite warranty and undertake Annual Maintenance Services for all supplied equipment's for a period of 5 (five) years. The warranty and Annual Maintenance Service period shall commence as applicable –

   i. Date of installation of the equipment's at the designated office location.

   ii. For Computer Labs, commence from the respective go-live date, upon completion of installation and commissioning of the Lab.

b) However, if delay of installation for a particular office/Lab/s is more than a month's time due to the reasons not ascribed to the bidder, the warranty period will commence from the date of commissioning of the last Computer Lab or DOE Office under the full scope of work, as specified in the Agreement.

c) The Vendor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

d) The Goods shall be free from defects arising from any act or omission of the Vendor or arising from design, materials, and workmanship, under normal use.

e) Unless otherwise specified in the SCC, the warranty shall remain valid for five years after supply of the Goods and completion the Related Services has been accepted (commencing from the date of acceptance). This warranty shall cover all items irrespective of the fact whether the Bidder has manufactured these or not.

f) The Authority shall give Notice to the Vendor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Authority shall afford all reasonable opportunity for the Vendor to inspect such defects.

g) Upon receiving of such Notice, the Vendor shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Authority.

h) In case of machinery and equipment also, guarantee will be given as mentioned in clause (d) above and the Vendor shall during the warranty period replace the parts/ whole if any and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The Vendor shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.

i) In case of machinery and equipment specified by the Authority the Vendor shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed at the time of entering into the contract. The Vendor shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise.

j) If having been notified, the Vendor fails to remedy the defect within the period specified in the SCC; the Authority may proceed to take within a reasonable period such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Authority may have against the Vendor under the Contract.

k) The Vendor shall submit an undertaking from all the respective OEMs of all goods mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period, etc.

l) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.

m) Maintenance: The Bidder shall provision for on-site maintenance services during the entire contract period and attend & resolve the complaint as per SLA. The Authority shall not make any payment towards this arrangement or towards transportation of faulty item being taken away from the project site.

n) Vendor has to set up and ensure complaint redressal mechanism so that the faults are rectified within 2 working days, from the date of complaint.

29) Patent Indemnity-

a) The Vendor shall, subject to the Authority's compliance with sub-clause (b) below, indemnify and hold harmless the Authority and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Authority may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Vendor, pursuant to the

Contract.

b) If any proceedings are brought or any claim is made against the Authority arising out of the matters referred to above, the Authority shall promptly give the Vendor a notice thereof, and the Vendor may at its own expense and in the Authority's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c) If the Vendor fails to notify the Authority within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Authority shall be free to conduct the same on its own behalf and at the expenses of the Vendor.

d) The Authority shall, at the Vendor's request, afford all available assistance to the Vendor in conducting such proceedings or claim, and shall be reimbursed by the Vendor for all reasonable expenses incurred in so doing.

e) The Authority shall indemnify and hold harmless the Vendor and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Vendor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Authority.

30) Limitation of Liability- Except in cases of gross negligence or willful misconduct -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor to pay penalty to the Authority; and

b) the aggregate liability of the Vendor to the Authority, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Vendor to indemnify the Authority with respect to patent infringement.

31) Force Majeure-

a) The Vendor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Vendor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Vendor. Such events may include, but not be limited to, acts of the Authority in its sovereign capacity, wars or revolutions, fires, theft, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the Vendor shall promptly notify the Authority in writing of such condition and cause thereof. Unless otherwise directed by Authority writing, the Vendor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative

means at his cost for performance not prevented by Force Majeure event.

32) Change Orders and Contract Amendments-

a) The Authority may at any time order the Vendor/ selected bidder through Notice in accordance with clause 'Notices' above, to make changes within the general scope of the Contract in any one or more of the following:
   i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Authority;
   ii. the method of shipment or packing;
   iii. the place of delivery; and
   iv. the related services to be provided by the Vendor/ selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the Vendor/ selected bidder for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the Vendor's receiving of the Authority's change order.

c) Prices to be charged by the Vendor for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Vendor for similar services.

d) Additional quantity may be procured by placing a repeat order as per rules on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract. If the Vendor fails to do so, the Authority shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Vendor.

33) Termination-

a) **Termination for Default**-
   i. The Authority without prejudice to any other remedy under the provisions of the Procurement Rules or the Contract for breach of contract, by written notice of default of at least 30 days sent to the Vendor/ selected bidder, terminate the contract in whole or in part:
      a. If the Vendor/ selected bidder fails to deliver any or all quantities of the Goods and/or related services within the period specified in the contract, or any extension thereof granted by Authority pursuant to GCC clause 'Extensions of Time'; or
      b. If the Vendor/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
      c. If the Vendor/ selected bidder, in the judgment of the Authority, has breached the Code of Integrity, as defined in GCC, in competing for or in executing the contract.
      d. If the Vendor/ selected bidder commits breach of any condition of the contract

ii. If Authority terminates the contract in whole or in part, amount of Performance Security Deposit may be forfeited.

iii. In the event the Authority terminates the Contract in whole or in part, pursuant to GCC Clause (i) above, the Authority may procure, upon such terms and in such manner as it deems appropriate, Goods and/ or Related Services similar to those undelivered or not performed, and the Vendor shall be liable to the Authority for any additional costs for such similar Goods or Related Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

b) **Termination for Insolvency:** Authority may at any time terminate the Contract by giving a written notice of at least 30 days to the Vendor if the Vendor becomes bankrupt or otherwise declared insolvent. In such event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Authority.

c) **Termination for Convenience:**

i. The Authority, by Notice sent to the Vendor/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Authority's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the Vendor may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The Goods that are complete and ready for shipment at the time of Vendor's receipt of the Notice of termination may, if required, be accepted by the Authority at the Contract terms and prices. For the remaining Goods, the Authority may elect:

a. To have any portion completed and delivered at the Contract terms and prices; and/or

b. To cancel the remainder and pay to the Vendor/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Vendor/ selected bidder

34) Dispute Resolution Mechanism-

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

a) Amicable resolution between representatives of Parties to the Contract

b) If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the Secretary, DOE.

c) All legal proceedings, if necessary, arise to institute by any of the parties shall have to be lodged in courts situated in NCT of Delhi and not elsewhere.

35) Local Conditions-

a) Each Bidder is expected to fully get acquainted with the local conditions and factors, which may have any effect on the performance of the contract and /or the cost.

b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding documents. The Authority shall not entertain any request for clarification from the Bidder regarding such local conditions.

c) It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Authority. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Authority, on account of failure of the bidder to know the local laws / conditions.

d) The bidder is expected to obtain all information that may be necessary for preparing the bid at their own interest and cost

36) Delivery, Installation & Commissioning of Contracted Hardware, Software and Accessories -

a) Subject to GCC Sub-Clause 'Change Orders and Contract Amendments' the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in this document. The details of shipping and other documents to be furnished by the Vendor are specified in this document.

b) The Vendor whose tender is accepted shall arrange to supply the ordered material and service setup (Maintenance) strictly in accordance with specifications given in the technical bid within a period mentioned in this Tender.

c) The installation and maintenance shall be done at the risk and cost of the Vendor.

d) All security arrangements for the equipment located in each school shall be the responsibility of the head of the institution. All Head of Institutions shall take adequate measures to provide for security arrangements of equipment's.

e) The Vendor shall be held liable for any consequent action arising out of patent/ intellectual property right violation and Head of Institution or Authority shall not be liable for any liabilities or damages arising thereof.

f) The Head of Institution (HOI) should ensure that Site ready for Installation of equipment's. HOI will make arrangement for electricity fitting, earthing and furniture for lab.

g) If the Vendor fails even after providing adequate notice, the Authority is empowered for alternative installation of contracted Item/ equipment/ accessories with the accumulated amount by the deductions.

h) Any Item/equipment installed by the Vendor shall not be removed/ taken over out of the school/ from the place of installation without prior written permission of the head of the institution.

37) Commissioning of the project-

If the Vendor has fulfilled following conditions, then the project is deemed to have been commissioned and payment can start as per payment conditions.

"Has supplied and installed equipment's for the offices and setting up the Computer Labs as per the scope of work, specifications and term & conditions of this tender document and all the services are available; and the delay in start of classes is not due to any shortage or delay in scope of work and supply & installation of any equipment by the Vendor".

38) Other Conditions-

a) The payment will be managed by the DOE.
b) The Vendor will abide by the rules and discipline of the school for maintenance support and other related matters.
c) After acceptance of the tender by Authority, the Bidder shall have no right to withdraw his tender or claim higher price.
d) Tenders with incomplete information are liable for rejection.
e) If any information given by the Bidder is found to be false/ fictitious, the action would be initiated against the Bidder as per Govt. rules.
f) If DOE decide to appoint a third-party agency for inspection and evaluation to measure the success of the project during the tenure of the project, Bidder shall share all the information and co-operate with third party monitoring/ technical agency during the period of contract.
g) The specification of each replacement part should be equivalent or better than that of the original.

39) Terms of Payment-

a) The Vendor's request for payment shall be made to the DOE in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC 'Delivery' Clause and upon fulfillment of all the obligations stipulated in the Contract.
b) Payments will be made as far as possible, within 30 days by the DOE after submission of an invoice or request for payment by the Vendor and the Authority has accepted it. All remittance charges shall be borne by the Vendor.
c) The currency in which payments shall be made to the Vendor under this Contract shall be Indian Rupees.
d) In case of any dispute/ pendency, 10 % of the amount of the price of such items may be withheld and will be paid on settlement of the dispute.
e) Payment in case of those Goods which need trials or testing as specified in this document shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications
f) No advance payment shall be made.
g) The payment will be made on submission of bills in proper form [along with performance report issued by the HOI (School Head)] by the Vendor to the DOE in accordance with the directions mentioned in the tender document/ agreement.
h) Payment shall be made in phased manner as per work order. All remittance charges will be borne by the bidder.
i) The bidder will submit the bills with the following documents duly verified by him:
    i. Payment of supply, installation & commissioning will be made on the report of school head in the format prescribed by DOE. The report contain certificate that (a) supplied and installed equipment's in the Smart Classroom are as per scope of work terms and conditions of tender document/ agreement fulfilled.
    ii. Performance report for onsite comprehensive warranty (in the format

prescribed by DOE) duly signed by the HOI (School Head) to be submitted along with bill(s) for payments as per Clause – 8 of RFP Volume -I.

j) Payment will be made as per Payment Schedule mentioned in Clause – 8 of RFP Volume -I to the bidder by the Authority upon satisfaction and on submission of the certificates as mentioned above.

k) No Payment will be made to the bidder if the equipment's are not as per prescribed norms.

l) The DOE would provide the Income tax deduction certificate and the reasons of other deductions in writing at the request of the Bidder at the time of payment.

40) Payment schedule –

Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under:

Sn.	Milestone	Amount
1	Successful Commissioning of Computer Labs with prescribed set of components and installation of Computer Systems & Peripherals at designated office locations as per the scope of work and specifications in Appendix-I	95% of Contract Value
2.	Annual Instalments for undertaking annual maintenance of the installed equipment's during the five-year period	To be paid in annual instalments of 1%, starting from 1 year after installation of all Computer Systems and Commissioning of all Computer Labs till the completion of Five (5) year Maintenance period for all installed Computer systems and Commissioned Computer Labs (Aggregate amount for 5 years of annual maintenance will be 5% of Contract Value)

In case, if the site is not made available for installation of supplied items during the period of delivery and installation as given in the bidding document, then the Vendor would request Authority in writing accompanied by "Site Not Ready" certificate duly sealed & signed from the school (Head of Institution) for extension of installation period without penalty. If the site is not made ready by the school even after one month of scheduled date/ actual date of delivery whichever is later, then proportionate payment due shall be made to the Vendor.

The payment will be made after the submission of invoice (in triplicate) and duly entered in the stock register; remaining payment will be released after successful installation & commission as per the bidding document.

b) The Vendor's request for payment shall be made to the Authority in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.

c) The Vendor shall submit separate invoices for the setup of Computer Labs and for the installation of computer equipment and peripherals at designated office locations.

d) The Vendor may claim the invoice on a pro rata basis upon partial delivery and installation & commissioning of the delivered items for Computer Labs. However, payment can only be claimed if a minimum of 50 Computer Labs have been commissioned.

e) Due Payments shall be made promptly by the Authority, generally within thirty (30) days after submission of an invoice or request for payment by the Vendor, and the Authority has accepted it.

f) The currency or currencies in which payments shall be made to the Vendor/ selected bidder under this Contract shall be Indian Rupees (INR) only.

g) All remittance charges will be borne by the Vendor.

h) In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.

i) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

j) Advance Payments will not be made.

k) Any penalties accumulated due to non-compliance of service level requirements shall be deducted from the Bank Guarantee provided by the Vendor or from any payments due to the Vendor for respective/ prospective quarters.

l) Taxes (work contract tax, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

B. Special Conditions of the Bid-

41) Pre-Delivery Inspection (PDI)-

a) The Vendor should conduct pre-dispatch quality inspection as per industry norms from any government testing / inspection agency from his side and certify the same.
b) Inspection and Quality Control tests, prior to shipment of Goods, by Vendor should be in accordance with quality control formats at factory site of the Manufacturer before offering the goods for Pre-Dispatch Inspection (PDI). The manufacturer shall submit Satisfactory Quality Check Pass Reports for pre-dispatch inspection. Only after the PDI team clears the goods, they will be allowed to be shipped further to the destination.
c) In the event of the hardware failing to pass the Pre-dispatch acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, Authority reserves the right to cancel the Purchase Order and levy appropriate penalties in addition to the Liquidated Damages.
d) Authority will not be responsible for any costs associated with PDI process. All the costs need to be borne by the Vendor only. The Vendor will be responsible for all hardware till it is delivered at the specified delivery point, tested, and accepted by Authority.

42) Acceptance Testing-

a) Audit by Third Party – Authority at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Authority

43) Insurance Cover-

a) The Vendor shall maintain the insurance for the goods supplied under this contract and shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation, and demonstration in the manner specified in the contract. The insurance may be done for coverage on an "all risks" basis including war risks and strike clauses.
b) Post Go-Live/Commissioning, insurance of the installed hardware shall be provided covering an "all risks" basis excluding war risks and strike clauses till project duration including warranty period

44) Acceptance Test Procedure for Sample Hardware Testing-

a) The Vendor should submit one or more than one as required similar model samples to any Government Testing/ Inspection Agency.
b) The BIDDER should provide all Hardware peripherals test certificate from a government testing agency and as per the Technical Specification specified in the Tender.
c) The sample Hardware peripheral test certificate will enable Authority to determine whether the Vendor’s batch of Hardware’s proposed for Installation are as per the Tender specifications or not.
d) Vendors have to make their own arrangement for the testing of all Hardware as per the standard given in the Tender through the Government Testing Agency.

The sample Hardware's should be submitted in fully packed condition so that the packing standard is determined. Cost towards testing the same Hardware's peripherals should be borne by the Vendors only.

e) The Vendor should ensure that the samples submitted are as per the prescribed specifications and is of the same Make and Model as proposed by the Vendor during Bid submission.

45) Service Level Agreement (SLA) with Penalties-

a) SLA defines the terms of the Vendor's responsibility in ensuring the performance of the Project based on the Performance Indicators as detailed in this Bid document.
b) One Project Manager shall be deputed by the Vendor up to contract period.
c) Measurement of SLA: The Measurement of SLA shall be performed either by the Authority or a Third-Party Agency as designated by the Authority for respective scope of work in schools.
d) In case of failure to mitigate the material breach within the stipulated period, DOE may terminate the agreement. The table below summarizes the performance indicators for the services to be offered by the bidder:

Sl. No.	SLA Parameter	Stipulated period of Mitigation	Material/ SLA Breach	Penalty
1	Penalty for delay in execution of project	If the installation of all equipment's and commissioning of the Computer Labs are not fully completed within the stipulated timeframe as outlined in the implementation schedule, the provisions of the Liquidated Damages clause shall apply to the value of the hardware. Furthermore, if such delay in execution results in a delay in commissioning, Liquidated Damages shall be levied on a per-Computer Systems basis, limited to the number of Computer systesm where commissioning remains incomplete.		
2	Penalty for non-implementation of project	If the installation and commissioning is not completed even after maximum installation and commissioning period or after any extension provided thereof the Contract may be terminated in part or whole at the discretion of Authority and at the risk and cost of the Bidder. The Performance Security may be forfeited in part or whole as the case may be. The Authority will be authorized to engage the services of any other suitable vendor at the risk and cost of the Bidder.		
3	Penalty for delay in Response time on complaints (Hardware/ Software) raised on Helpdesk Support	Within 24 hours from the time of registration of complaint	> 24 hours	**<u>For each incident</u>** @ Rs. 500/- per day from 2nd day till 7th day @ Rs. 1000/- per day from 8th day till 15th day After 15th day, show-cause notice will be issued to the Vendor. On failure to satisfactorily resolve the issue within 3 days of the notice, Authority may decide to terminate the contract and

				forfeit the security deposit.
4	Penalty for non-functioning of any Device	Within 3 working days from the official issue raised	>3 days	**For each incident** @ Rs. 500/- per day from 4th day till 15th day @ Rs. 1000/- per day from 16th day till 30th day After 30 days, show-cause notice will be issued to the Vendor. On failure to satisfactorily resolve the issue within 3 days of the notice, Authority may decide to withhold future payments or/and terminate the contract and forfeit the security deposit.

Note: The penalty specified at SLA parameter at Sl. No. 3 & 4 in the above table is separate from the Liquidated Damages and the cap on deductions specified at Clause 19 will not be applicable to the penalty for the aforementioned SLA parameter.

e) The Vendor shall ensure repairing / replacement of all faulty material within the shortest possible time thus ensuring minimum downtime, failing which applicable penalty will be imposed.
f) The bidder shall be responsible for maintaining the desired performance and availability of the system/services.
g) If any equipment gives continuous trouble, say three times in one month or total five times during the 1-year maintenance period, the bidder shall replace the tools and equipment with new one without any additional cost to the Authority.
h) It's the responsibility of School head to ensure the execution of all SLA parameters and to ensure functionality of all commissioned tools & equipment's in all aspects after stipulated period of Mitigation for particular issue at the cost of bidder/Vendor.
i) Notwithstanding any of the penalty clauses above and those listed elsewhere in the SLA, DOE shall be free to hold back or deduct entirely the costs and/ or invoke termination if after due intimations and/ or warning, improvements in service are not made to the satisfaction of DOE/ Authority.
j) Fraction of a day in reckoning period in supplies, successful installation and completion of work shall be eliminated if it is less than half a day.

ANNEXES

Annexure - I: Cost for Installation of Computer Systems and Commissioning of Computer Lab
Annexure - II: Bank Guarantee for Performance Security

Annexure – I: Cost for Installation of Computer Systems and Commissioning of Computer Lab

Item No.	BOQ Item	Unit Rate (excl. of GST) in INR	Unit Rate (incl. of GST) in INR	Quantity	Total Cost (all inclusive) in INR
1	2	3	4	5	6 = (4) x (5)
Supply, Installation, Commissioning and Onsite maintenance support for 5 years for below component's as per the specifications and scope provided in the RFP					
A	Desktop Computer Systems pre-installed with licensed Operating System + Speaker + Webcam				
B	Server - Computer system with high configuration				
C	Anti-virus (Licensed for 5 years)				
D	Printer cum Scanner (MFP)				
E	UPS				
F	Networking and Accessories for High-speed LAN to connect all systems in each Computer Lab				
G	External Hard Disk (2 TB) for backup				
	Total Project Cost				

1. The above rates shall be used to ascertain the cost if additional items are to be procured during the Contract Period.
2. The above rates shall also be used to deduce the amount of deductions as per the conditions of the Contract.

Annexure - II: Bank Guarantee for Performance Security

VOLUME-IV: BID FORMATS

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1. Annexure A. Letter of Qualification Application in form of Affidavit

(**To be furnished in Non-Judicial Stamp-paper of appropriate value and duly notarized**)

NIT No.- Date:

Name of Project:

To,
The Director,
Directorate of Education, Government of NCT of Delhi,
Old Secretariat, Near Vidhan Sabha,
Delhi, 110054, India

Sub: Bid for the Project – Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi

Dear Sir,

1. With reference to your RFP document dated _____, I / we, having examined the Bidding Documents and understood their contents, hereby submit my / our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I / We acknowledge that the Authority will be relying on the information provided in the Bid documents and the documents accompanying the Bid documents for selection of the Vendor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Vendor for aforesaid Project.
4. I / We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I / We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I / We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or cover award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part nor committed any fraud.
7. I / We declare that:
    a) I / We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
    b) I / We do not have any conflict of interest in accordance with the terms and conditions of the RFP document;
    c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.1.3 of Volume-II of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

d) I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of Volume-II of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

e) I/ We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;

8. I / We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.5 of the Volume-II RFP document.
9. I / We believe that we satisfy(s) the Minimum Eligibility Criteria and meet(s) the requirements as specified in the RFP document.
10. I / We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I / We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the government or convicted by a court of law.
12. I / We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors / managers / employees.
13. I / We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. I / We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and / or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I / We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I / We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
15. The Statement of Legal Capacity as per the format at Annexure B14 in Volume-IV of the RFP document, and duly signed is enclosed. The power of attorney for signing of Bid as per format provided at Annexure B13 in Volume-IV of the RFP, are also enclosed
16. I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of my / our being declared as the Selected Bidder, I / we agree to enter into an Agreement in accordance with the draft that has been provided to me / us prior to the Bid

Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

18. I / We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of the project.
19. I / We paid an EMD of INR 1,34,00,000/- (INR One Crore Thirty Four Lakh Only) online to the Authority in accordance with the RFP Document.
20. The copy of EMD payment receipt in the form of a Demand Draft/Bank Guarantee/RTGS/Fixed Deposit Receipt is attached. The EMD letter in the format as specified in Annexure B15 in Volume-IV is attached.
21. I / We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I / we shall have any claim or right of whatsoever nature if the Project is not awarded to me / us or our Bid is not opened or rejected.
22. I / We agree and undertake to abide by all the terms and conditions of the RFP document.
23. I / We shall keep this offer valid for 180 (One Hundred and Eighty days) days from the Bid Due Date specified in the RFP in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
24. If our bid is accepted and LOA is issued in our favour, we commit to obtain a performance security in accordance with the Bidding Documents.
25. We understand that this bid, together with your written acceptance thereof included in your LOA, shall constitute a binding Agreement between us, until a formal Agreement is prepared and executed.
26. All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the Bid may be rejected and no objection / claim will be raised by the under-signed.

In witness thereof, I / we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder

2. Annexure B. Qualification Application

2.1. Annexure B1. Details of Bidder

1. Details of Bidder		
a) Name	:	
b) Country of incorporation	:	
c) Address of the corporate headquarters and its branch office(s), if any, in India	:	
d) Date of incorporation and/ or commencement of business	:	
e) Status of the entity (Private Limited Company/ Public Limited Company/ LLP/ Proprietorship)	:	
f) GST registration Number	:	
g) PAN Account Number	:	
(Please attach relevant copies of documentary proofs relating to the:- i. Certificate of Incorporation or equivalent identification document for any other entity; ii. GST Registration certificate issued by GSTN authorities; iii. PAN Card and iv. Board Resolution (only in the case of Company) allowing the Company to participate in the tender and nominating an authorized signatory. The Board Resolution is not mandatory for other types of entities) v. Bidder has to submit valid ISO certificate to satisfy the Minimum Eligibility Criteria mentioned at RFP Volume -I.		
2. Brief description of the Company including details of its main lines of business:		
3. Details of individual(s) who will serve as the point of contact / communication for the Authority		
a) Name	:	
b) Designation	:	
c) Company	:	
d) Address	:	
e) Telephone Number	:	
f) E-Mail Address	:	
g) Fax Number	:	
4. Particulars of the Authorized Signatory of the Bidder		
a) Name	:	
b) Designation	:	
c) Address	:	
d) Phone Number	:	
e) Fax Number	:	
5. The following information shall be provided for Bidder:		

S.No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central / State Government, or any entity controlled by them, from participating in any project(s)		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid submission?		
3.	Has the Bidder paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		
4.	Are there any pending court cases (criminal or civil) against directors / partners of the Bidder?		

6. **A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation / arbitration in the recent past is given below (Attach extra sheets, if necessary):**

2.2. Annexure B2. Details of OEM

1. Details of OEM
   a) Name :
   b) Country of incorporation :
   c) Address of the corporate headquarters and its branch office(s), if any, in India :
   d) Date of incorporation and/ or commencement of business :

i. Status of the entity (Private Limited Company/ Public Limited Company/LLP):
ii. GST registration Number:
iii. PAN Account Number :

(Please attach relevant copies of documentary proofs relating to the:-

iv. Certificate of Incorporation or equivalent identification document for any other entity;
v. GST Registration certificate issued by GSTN authorities;
vi. PAN Card
vii. OEM has to submit valid ISO/BIS certificate wherever applicable.
viii. Brief description of the Company including details of its main lines of business:

S.No.	Criteria	Yes	No
1.	Has the OEM been barred by the Central / State Government, or any entity controlled by them, from participating in any project(s)		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid submission?		
3.	Has the OEM paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		
4.	Are there any pending court cases (criminal or civil) against directors / partners of the OEM?		

2. A statement by the OEM disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation / arbitration in the recent past is given below (Attach extra sheets, if necessary):

Note : This form is to be filled separately by proposed OEMs for Desktop Computer Systems, UPS and MFP

2.3. Annexure B3. Financial Capacity of the Bidder

{On the Letter Head of Bidder's Chartered Accountant}

1. This is to certify that the financial information in the below table is as per the Books of Accounts of the _____{Mention legal entity name of the Bidder}:

Sn	Financial Year	Annual Turnover (in INR Cr.)	Net Profit (in INR Cr.)	Net Worth (in INR Cr.)
1	**2022-23**			
2	**2023-24**			
3	**2024-25**			

2. We hereby declare that the entity's net worth for each of the preceding 3 financial years is positive.

3. We hereby declare that the entity has been profit making in each of the last three financial years

Name of the Authorised Signatory:
Designation:
Name of the Audit firm:

(Signature for the Authorised Signatory of the Chartered Accountant with seal of the firm)

Instructions*:*
I. BIDDER shall furnish the financial details as per the above template on the letter head of their CA along with the audited Balance Sheets for Financial Year 2022-23, 2023-24 and 2024-25.

2.4. Annexure B4. Financial Capacity of the OEM

{On the Letter Head of OEM's Chartered Accountant}

(a) Name of the Component:
(b) Name of the OEM proposed for the component:

1. This is to certify that the financial information in the below table is as per the Books of Accounts of the _____{Mention legal entity name of the OEM}:

Sn	**Financial Year**	**Annual total Turnover** (in INR Cr.)	**Annual revenue from sales of specified components** (in INR Cr.)	**Net Profit** (in INR Cr.)	**Net Worth** (in INR Cr.)
(A)	(B)	(C)	(D)	(E)	(F)
1	**2022-23**				
2	**2023-24**				
3	**2024-25**				

Note:

2. We hereby declare that the entity's net worth for each of the preceding 3 financial years is positive.

3. We hereby declare that the entity has been profit making in each of the last three financial years

Name of the Authorised Signatory:
Designation:
Name of the Audit firm:

(Signature for the Authorised Signatory of the Chartered Accountant with seal of the firm)

Instructions*:*

I. OEM shall furnish the financial details as per the above template on the letter head of their CA along with the audited Balance Sheets for Financial Year 2022-23, 2023-24 and 2024-25.

II. Separate Sheet to be provided for OEM of each component i.e. Desktop Computer Systems, UPS and MFP.

III. In Column (D) of the above table, the OEM shall declare the revenue generated from the sale of the specified component (i.e. OEM of Desktop Computer shall specify revenue from the sales of Desktops, Laptops, Tablets and its accessories; OEM of UPS shall specify revenue from the sales of UPS and OEM of MFP shall specify revenue from the sales of printer, scanner and cartridges).

2.5. Annexure B5. Abstract of Projects of the Bidder

(i) Projects for evaluation under Clause 4.1 A (Sl. No.4), Clause 5.1 A (Sl. No. 1)

Sn.	Name of Project	Name of Client with Contact Details	Contract Value of Project (in Rs. Cr.)	Project Start Date	Project End Date	Page No. where Supporting documents are attached
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Note: Supporting documents to be attached for each project enlisted in the above table.

(ii) Projects for evaluation under Clause 5.1 A (Sl. No. 2)

Sn.	Name of Project	Name of Client with Contact Details	Contract Value of Project (in Rs.crore)	Project Start Date	Project End Date	No. of schools covered under the project	Page No. where Supporting documents are attached
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Note: Supporting documents to be attached for each project enlisted in the above table

(iii) Projects for evaluation under Clause 5.1 B (Sl. No. 2)

Sn.	Name of Project	Name of Client with Contact Details	Contract Value of Project (in Rs.crore)	Project Start Date	Project End Date	No. of Desktop Computers supplied	Page No. where Supporting documents are attached
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Note: Supporting documents to be attached for each project enlisted in the above table

Note: It may be noted that in the absence of supporting documents as specified for each evaluation criteria, the information would be considered inadequate and could lead to non-consideration of the relevant project for evaluation.

2.6. Annexure B6. Undertaking for Blacklisting

{Self-Declaration by BIDDER/OEM on its letterhead for not being blacklisted}

To
Directorate of Education,
Government of NCT of Delhi
Old Secretariat, Delhi – 110054

NIT No: ..... Dated .....

Dear Sir,

I / We (Name of BIDDER/OEM) having our registered office at (address) …… represented by (Name of authorized representative) hereby confirm that our firm has not been banned or blacklisted by any government organization/ Financial institution/ Court/Public sector Unit /Central Government.

Signature of BIDDER/OEM representative .....

Name.....

Designation.....

Place:……

Date…….

Company Seal……

***Note: -** *BIDDER and OEMs for each of the proposed* component i.e. Desktop Computer Systems, UPS and MFP *shall provide above self-declaration separately.*

2.7. Annexure B7. Undertaking for Insolvency

{Self-Declaration by BIDDER/OEM on its letterhead for not being Insolvent}

To
Directorate of Education,
Government of NCT of Delhi
Old Secretariat, Delhi – 110054

NIT No: ..... Dated .....

Self-Declaration on Non-Bankruptcy and Non-Insolvency of BIDDER/OEM

We, (Name of BIDDER/OEM) having our registered office at (address) ……represented by (Name of authorized representative) do here by solemnly declare that we are neither in any way insolvent, Bankrupt or Defaulter of rules & regulations presently invoke in India.

In case of any such event is found during bids evaluation and award of contract, I /We have no objection if my/our tender is rejected.

We do hereby indemnify the Directorate of Education, Government of NCT of Delhi in the above matter.

Yours sincerely,

Signature of BIDDER/OEM representative .....
Name:
Designation:
Place: ……
Date
Company Seal:

***Note: -** *BIDDER and OEMs for each of the proposed* component i.e. Desktop Computer Systems, UPS and MFP *shall provide above self-declaration separately.*

2.8. Annexure B8. Manufacturer's' Authorization Form (MAF)

{Indicative Format of MAF to be filled by OEMs on their Letter Head}

To
Directorate of Education,
Government of NCT of Delhi
Old Secretariat, Delhi – 110054

Sub.: Issue of Manufacture's Authorization Form (MAF)

NIT No…….. Date: …….

Sir,

We, (Name and Address of the OEM) , who are established and reputed original equipment manufacturers (OEM's) of_____ having factories at (address(s) of manufacturing location) do hereby authorize (M/s_____) who is our (Distributor/Channel Partner/Retailer/Others (please specify) to bid, negotiate and conclude the contract with you against the aforementioned reference for the following hardware/ software manufactured by us: -

(OEM will mention the details of all the proposed product(s) with their make and model).

We undertake to provide OEM warranty for the offered hardware/Software as mentioned above during the warranty/ maintenance period.

We hereby confirm that the offered hardware/ software is not likely to be declared as End of Sale in next 1 year and End of support in next 5 years from the date of supply.

I / We hereby commit & confirm the following:
1. The duration of the after-sales service support will be for the Project Duration.
2. The after-sales service support will be provided onsite and will not be charged extra.
3. The after-sales service support will be comprehensive hence no extra charge is to be paid for any Hardware failure.
4. After expiry of warranty, if required the successful BIDDER will provide service support through their service centers.

Note:-

i. MAF are to be provided for these components - Desktop Computer Systems, UPS and MFP.

ii. Separate undertaking to be provided by OEM for *each of the proposed* component i.e. Desktop Computer Systems, UPS and MFP.

iii. A valid copy of ISO Certification specified (if any) is required to be submitted by the OEM.

iv. A valid copy of BIS Certification specified (if any) is required to be submitted by the OEM.

Name

Designation:

Sign with company seal

Tel:

e-mail Date

2.9. Annexure B9. Undertaking for Local Office Presence

{To be submitted on Bidder's letterhead}

To,
Directorate of Education,
Government of NCT of Delhi
Old Secretariat, Delhi – 110054

NIT No: ..... Dated .....

We, [Bidder Name], hereby undertake that we have a local office in NCT of Delhi at [Mention Address]. If not, we commit to establish one within one month of award of the contract.

We understand that this undertaking is a part of our bid and that any misrepresentation may lead to disqualification or termination of the contract.

Authorized Signature: _____
Name: _____
Designation: _____
Date: _____

2.10. Annexure B10. Technical Compliance Statement

NIT No: ..... Dated .....

Sn	Item Description	Brand Name	Make & Model	Specification Required	Proposed Specification	Compliance (Complied/ Higher/ Lower)
1						
2						
3						
4						
5						
6						

Note: Add each specification mentioned against all the proposed component mentioned at the Appendix-I of Volume-I of RFP.

This is to certify that, the specifications of component's which I/ We have mentioned in the technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to- end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

I/ We also certify that the hardware and software being used are licensed to freely use opensource use freely and do not contain any embedded malicious code that would inhabit the designed functions of the equipment, cause physical damage, lead to data theft, etc.

Authorized Signature: _____
Name: _____
Designation: _____
Date: _____

2.11. Annexure B11. Declaration for OEM Experience in India: Certificate from Practicing Chartered Accountant

Certificate from Practicing Chartered Accountant
(On CA's Letterhead)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that [Name of the OEM], having its registered office at [Full Address], has been actively engaged in the manufacturing/sales of Desktop Computers in India for a period of _ (in words) years, as of the date of this certificate.

The OEM commenced such operations in India in the year [YYYY].

This certification is based on the verification of relevant records, documents, and information provided by the entity, including but not limited to:

- Certificate of Incorporation / Registration
- Audited Financial Statements

We confirm that the OEM has been in continuous active operations pertaining to manufacturing/sales of [Mention name of component] during this period.

This certificate is issued at the request of the company for submission in connection with a government procurement/tendering process.

For [Name of CA Firm]

(Signature & Seal)
Name of Chartered Accountant: _____
Membership No.: _____
Contact No.: _____
Date: _____
Place: _____

2.12. Annexure B12. Undertaking for Authorized Service Centre

{To be submitted on OEM's letterhead}

To,
[Name of Authority]
[Address]

We, [OEM Name], hereby undertake that:

We have an authorized service centre in NCR of Delhi with trained service engineers for operating after sales services, which has been operational for the last 5 years. We submit the supporting documents for the same.

We understand that this undertaking is a part of our bid and that any misrepresentation may lead to disqualification or termination of the contract.

Authorized Signature: _____
Name: _____
Designation: _____
Date: _____

<<Please attach the list of Service Centers along with Address and Contact Details of each Service Center>>

2.13. Annexure B13. Power of Attorney for signing of Bid Documents

(To be executed on Stamp paper of INR 100 /- (INR Hundred) or of appropriate value)

Know all men by these presents, I / We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr / Ms (name), …… son / daughter / wife of …… and presently residing at ……., who is presently employed with us and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for *"***Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi"** to the Authority including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bids and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and / or upon award thereof to us and / or till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ……., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……. 2…..

For ……..

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted (Notarised)

(Signature, Name, Designation and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

2.14. Annexure B14. Statement of Legal Capacity

{To be submitted on the letterhead of the Bidder}

NIT No: ..... Dated .....

To,

The Director,
Directorate of Education, Government of NCT of Delhi,
Old Secretariat, Near Vidhan Sabha,
Delhi, 110054, India

Sub: Bid for "Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi"

Dear Madam/Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that …… (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

2.15. Annexure B15: Cover Letter for EMD

(To be submitted on the letterhead of the Bidder)

NIT No: ..... Dated .....

To,

The Director,
Directorate of Education, Government of NCT of Delhi,
Old Secretariat, Near Vidhan Sabha,
Delhi, 110054, India

Dear Sir,

Please find enclosed copy of the payment receipt amounting to INR _____ /- (INR _____) for the aforesaid tender towards EMD paid through _____ dated ___.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

2.16. Annexure B16: Integrity Pact

(Ref Clause 5.1.6 of Volume-II of RFP)

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Integrity Pact for RFP No. _____ dated _____

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____202__ at _____, India.

BETWEEN

Procuring Organisation, Directorate of Education, GNCTD, through Director, Directorate of Education, GNCTD for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s. _____ (hereinafter called the "The Bidder/ Vendor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Vendor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
b) The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
c) The Principal shall exclude from the process all known prejudiced persons.
d) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Vendor'

The 'Bidder/ Vendor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Vendor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a) The 'Bidder/ Vendor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
b) The 'Bidder/ Vendor' shall not enter with other Bidders info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
c) The 'Bidder/ Vendor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Vendor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
d) The 'Bidder/ Vendor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Vendor of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Vendor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
e) The 'Bidder/ Vendor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
f) Bidder/ Vendor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter. The 'Bidder/ Vendor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Vendor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Vendor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

If the Principal has disqualified the 'Bidder/ Vendor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/Vendor' the damages equivalent to Earnest Money Deposit/ Bid Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Vendor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee

Section 5 - Previous transgression

Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 - Equal treatment of all Bidders/ Vendor

The Principal shall enter into agreements with identical conditions as this one with all Bidders/ Vendor.

The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Vendor(s)

If the Principal obtains knowledge of the conduct of a Bidder or Vendor or of an employee or a representative or an associate of a Bidder or Vendor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

a) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Vendor as confidential. He/ she reports to the Head of the Procuring Organisation.

c) The Bidder(s)/ Vendor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the Vendor. The Vendor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation.

d) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Vendor(s)/ Sub-Agency(s) with confidentiality. The Monitor has also signed declarations on ‘Non-Disclosure of Confidential Information and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.

e) The Principal shall 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 Principal and the Vendor. The parties offer the Monitor the option to participate in such meetings.

f) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action. The Monitor shall submit a written report to the Head of the Procuring Organization within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

g) If the Monitor has reported to the Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organization has not, within the reasonable time, taken visible action to proceed

against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

Section 10 - Other provisions

a) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

b) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

c) If the Vendor is a partnership, this agreement must be signed by all partners.

d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

e) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Vendor'

(Name of the Officer and Designation)

(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

2.17. Annexure B17: Format of Bank Guarantee - Performance Security

To,
Director, Directorate of Education,
Government of NCT of Delhi,
Old Secretariat, Near Vidhan Sabha,
Delhi, 110054, India

In consideration of Directorate of Education (hereinafter referred as the "Authority", which expression shall, unless repugnant to the on text or meaning thereof, include its successors, administrators and assigns) awarding to …….., having its office at …….. (hereinafter referred as the "Vendor" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Letter no. …… dated …… valued at Rs. …….. (Rupees .....), (hereinafter referred to as the "Agreement") in respect of the project **"Setting up of Computer labs with digital infrastructure in the Government schools of Delhi and Supply, Installation and Comprehensive Maintenance for 5 years of Computer Systems & Peripherals at the offices of Directorate of Education, Government of NCT of Delhi"**, and the Vendor having agreed to furnish a Bank Guarantee amounting to Rs. …….. (Rupees ……..) to the Authority for performance of the said Agreement.

We, ... (hereinafter referred to as the "Bank") at the request of the Vendor do hereby undertake to pay to the Authority an amount not exceeding Rs (Rupees ……) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Vendor of any of the terms or conditions contained in the said Agreement.

2. We, ... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Vendor of any of the terms or conditions contained in the said Agreement or by reason of the Vendor's 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 Rs..... (Rupees ……..).
3. We, ... (indicate the name of the Bank) do hereby undertake to pay to the authority any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Vendor shall have no claim against us for making such payment.

4. We, ... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Vendor and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Vendor from time to time or to

postpone for any time or from time to time any of the powers exercisable by the Authority against the said Vendor and to forbear or enforce any of the terms and conditions relating to 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 Vendor or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Vendor or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).

7. We,.....(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. ..... crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [(indicate the date falling 365 days after the date of this Guarantee)].

For .....
Name of Bank:
Seal of the Bank:
Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorised signatory)

NOTE:

i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.
iii. Bank Guarantee as prescribed in the Bid document only after selection for empanelment.

2.18. Annexure B18: Checklist for Bid Preparation

Proposal should have following documents:

1. Technical Proposal

Sn.	Document	Attached (Yes/No)	Page No.	Remarks
1	Annexure A: Letter of Qualification Application in form of Affidavit			
2	Annexure B1: Details of Bidder			For Minimum Eligibility Criteria 4.1 A (Sl No.-1: Legal Entity and Sl No. -7: Certifications)
3	Supporting Documents for Annexure B1 ○ Certificate of Incorporation or equivalent identification document; ○ GST Registration certificate issued by GSTN authorities; and ○ PAN Card. ○ Board Resolution (only in the case of Company) allowing the Company to participate in the tender and nominating an authorized signatory. The Board Resolution is not mandatory for other types of entities. ○ Valid ISO certificate to satisfy the Minimum Eligibility Criteria at 4.1 Sl No.- 7			
4	Annexure B2: Details of OEM (Separate sheet is to be provided for each of the proposed OEMs)			For Minimum Eligibility Criteria 4.1 B (Sl No.-1: Legal Entity and Sl No. -9: Certifications)
5	Supporting Documents for Annexure B2 ○ Certificate of Incorporation or equivalent identification document for any other entity; ○ GST Registration certificate issued by GSTN authorities; ○ PAN Card ○ Valid ISO/BIS certificate wherever applicable. **Note:** Separate Set of Documents for each of the			

Sn.	Document	Attached (Yes/No)	Page No.	Remarks
	proposed OEMs (Desktop Computers, MFP and UPS)			
6	Annexure B3: Financial Capacity of the Bidder			For Minimum Eligibility Criteria 4.1 A (Sl No.- 2: Average Turnover & Sl. No. 3 – Positive Net Worth with Profit) and Technical Evaluation Criteria 5.1 A (Sl No. -3)
7	Supporting Documents for Annexure B3: Audited Balance Sheets for last three Financial Years (2022-23, 2023-24 and 2024-25), with certification from a CA with CA's Registration number and Seal.			
8	Annexure B4: Financial Capacity of the OEM (Separate sheet is to be provided for each of the proposed OEMs)			
9	Supporting Documents for Annexure B4: Audited Balance Sheets for last three Financial Years (2022-23, 2023-24 and 2024-25), with certification from a CA with CA's Registration number and Seal.			
10	Annexure B5: Abstract of Projects of the Bidder and OEM			For Minimum Eligibility Criteria 4.1 A (Sl No.- 4: Relevant Experience) and Technical Evaluation Criteria 5.1 A (Sl No.-1 & 2) and 5.1 B (Sl No. - 2)
11	Supporting Documents for Annexure B5: ○ Copy of work orders/ Contract (highlighting scope of work and relevant project specifications) and Completion/ Experience Certificate or any other Proof of work completion for project submitted for evaluation under Clause 4.1 A (Sl No.- 4), 5.1 A (Sl No.- 1 & 2) ○ Copy of Work Order/Contract Agreement/LOA/LOI with Purchase Order / Completion/ Experience Certificate from the client, along with CA- Certificate with CA's Registration Number and Seal for project submitted for			

Sn.	Document	Attached (Yes/No)	Page No.	Remarks
	evaluation under Clause 5.1 B (Sl No.- 2)			
12	Annexure B6: Undertaking for Blacklisting			For Minimum Eligibility Criteria 4.1 A (Sl No.- 5: Declaration regarding Blacklisting) and 4.1 B (Sl No.- 7: Declaration regarding Blacklisting)
13	Annexure B7: Undertaking for Insolvency			For Minimum Eligibility Criteria 4.1 A (Sl No.- 6: Declaration regarding Insolvency/ Bankruptcy) and 4.1 B (Sl No.- 8: Declaration regarding Insolvency/ Bankruptcy)
14	Annexure B8: Manufacturer's Authorization Form (MAF) (Separate MAF are to be provided for each of the proposed OEMs)			For Minimum Eligibility Criteria 4.1 A (Sl No.- 8: Authorization Letter)
15	Annexure B9: Undertaking for Local Office Presence			For Minimum Eligibility Criteria 4.1 A (Sl No.- 10: Local Presence)
16	Annexure B10: Technical Compliance Statement			For Minimum Eligibility Criteria 4.1 A (Sl No.- 9: Undertaking for Compliance to all specification items)
17	Annexure B11: Declaration for OEM Experience in India: Certificate from Practicing Chartered Accountant (Separate undertaking is to be provided for each of the proposed OEMs)			For Minimum Eligibility Criteria 4.1 B (Sl No.-1: Legal Entity) and Technical Evaluation Criteria 5.1 B (Sl No. -3)
18	Annexure B12: Undertaking for Authorized Service Centre			For Minimum Eligibility Criteria 4.1 B (Sl No.-5: Local network of Service Centre) and Technical Evaluation Criteria 5.1 B (Sl No. -4)
19	Supporting Documents for Annexure B12: List of Service Centers along with Address and Contact Details of each Service Center			

Sn.	Document	Attached (Yes/No)	Page No.	Remarks
20	Annexure B13: Power of Attorney for signing of Bid Documents			
21	Annexure B14: Statement of Legal Capacity			
22	Annexure B15: Cover Letter for EMD			
23	Annexure B16: Integrity Pact			
24	○ Valid Factory License issued in the name of the OEM and a copy of the BIS certification. ○ In cases where manufacturing is outsourced to a Contract Manufacturer, the Factory License of the Contract Manufacturer along with a copy of the Contract/Agreement between the OEM and the Manufacturing Facility must be provided			For Minimum Eligibility Criteria 4.1 B (Sl No.- 4: Make in India)

Note: Any other document requested in the RFP document and not covered in the above table must also be submitted by the Bidder

(B) Financial Proposal

Annexure C: Financial Proposal

2.19. Annexure B19: Shape the Future - Letter of Eligibility from Microsoft to DOE, GNCTD

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com

Microsoft

Tuesday, August 26, 2025

Birender Kumar
Directorate of Education, Government of NCT of Delhi
Room No. 15, Directorate of Education, Old Secretariat
Near Vidhan Sabha, Delhi -110054
India

Re: Shape the Future Letter of Eligibility for Directorate of Education, Government of NCT of Delhi (20251)

Microsoft hereby approves the Directorate of Education, Government of NCT of Delhi as eligible for the Microsoft Shape the Future Initiative ("Initiative"), using the National Academic Product pre-installed and distributed on devices that meet the Initiative device hardware configuration requirements.

Directorate of Education, Government of NCT of Delhi must provide this letter (all pages) and Appendix A to an Original Equipment Manufacturer ("OEM") when requesting information, requesting a price quotation or submitting an order for the fulfillment of the appropriate (National Academic only) Licenses ("Licenses") identified below.

Directorate of Education, Government of NCT of Delhi may order from the OEM, devices preinstalled with, no more than 14371 Licenses for the SKU listed below, or any subsequent product. All devices distributed pursuant to this Letter of Eligibility must meet the hardware configuration requirements for the corresponding SKU:

Windows® 11 Pro (National Academic only)(Standard)

The Licenses may only be distributed to the educational institutions in Appendix A and only in association with the Initiative. In addition, Microsoft may request Directorate of Education, Government of NCT of Delhi submit proof of receipt of the Licenses, such as an OEM invoice, a shipment record or similar documentation which demonstrate receipt.

Directorate of Education, Government of NCT of Delhi eligibility to participate in the Initiative described herein will expire two years from the date of this letter. Any modifications or extensions to participation in the Initiative, including but not limited to, Initiative terms, conditions, and eligibility criteria must be in writing and issued by Microsoft. Microsoft reserves the right to terminate the Shape the Future program and this eligibility letter entirely if and when Microsoft considers it appropriate.

Inquiries related to this letter should be submitted to your Microsoft representative.

Reference Number: 20251 8/26/2025

Microsoft Corporation is an equal opportunity employer.

3. Annexure C. Financial Proposal

Item No.	BOQ Item	Unit Rate (excl. of GST) in INR	Unit Rate (incl. of GST) in INR	Quantity	Total Cost (all inclusive) in INR
1	2	3	4	5	6 = (4) x (5)
Supply, Installation, Commissioning and Onsite maintenance support for 5 years for below component's as per the specifications and scope provided in the RFP					
A	Desktop Computer Systems pre-installed with licensed Operating System + Speaker + Webcam			**7400**	
B	Server - Computer system with high configuration			**175**	
C	Anti-virus (Licensed for 5 years)			**7575**	
D	Printer cum Scanner (MFP)			**750**	
E	UPS			**7575**	
F	Networking and Accessories for High-speed LAN to connect all systems in each Computer Lab			**175**	
G	External Hard Disk (2 TB) for backup			**175**	
	Total Project Cost				

Note:

1. All rate to be filled in Indian Rupees.
2. The price breakup as per the above format to be uploaded as part of Financial Proposal in the GeM portal. This is in addition to the lumpsum rate to be quoted by the Bidder on the GeM portal to undertake the work.
3. The Financial Proposal shall not be included with the Technical Proposal or submitted in the physical form. Non-compliance with this requirement will result in rejection of the Bid.

«« END OF VOLUME-IV: BID FORMATS »»»