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Ministry of Electronics & Information Technology

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Tender Document

**Supply, Installation, Commissioning and On-site support of IT Hardware & Software for
Setting up of Centre of Excellence in IT (CEIT) in Cairo – Egypt**

Tender No.: CDACD/ICD/EGYPT/IT/037

Last date for submission of bids: April 8th 2017

Opening of technical bids: April 10th 2017

The tender document is available for downloading at

www.cdac.in , www.mea.gov.in & www.eprocure.gov.in

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SECTION I: INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at:

1. Registration

- a. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal, which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. 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 from the CPP Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.
- e. Only one 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.
- f. Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

- a. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of Bids

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, 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 / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
- d. 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, annual reports, auditor certificates etc.) has been provided to the bidders.

Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” 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. Submission of Bids

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e. 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 coloured (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.
- f. 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.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. Assistance to Bidders

- a. 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.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

END OF SECTION I

SECTION II: INVITATION FOR BIDS (IFB)

Centre for Development of Advanced Computing (CDAC) on be-half of Ministry of External Affairs (MEA) invites Online Bids on single stage two-bid system for Supply, Installation, Commissioning and On-site support of IT Hardware & Software for Setting up of Centre of Excellence in IT (CEIT) in Cairo, Egypt. **Please note that physical bids shall not be accepted.**

1. Contact information

The Director
Centre for Development of Advanced Computing
E-25, I & II Floor, Hauz Khas Market
New Delhi – 110 016, INDIA
Tel No.: +91-11-26510221
Fax No.: +91-11-26510207
E-mail: icd@cdac.in

Section Officer (DP)
Development Partnership Administration (DPA-II)
Ministry of External Affairs,
Room No. 2097, 'B' Wing
Tel No.: +91-11-49015392
Fax No.: +91-11-49015421
E-mail: sodp@mea.gov.in

2. Critical Date Sheet

Tender documents may be downloaded from www.mea.gov.in & www.cdac.in (for reference only) and <http://eprocure.gov.in/eprocure/app> as per the critical date sheet below:

Published Date	17.03.2017 (1100 Hrs)
Bid Document Download/ Sale Start Date	17.03.2017 (1100 Hrs)
Online Clarification Start Date	17.03.2017 (1100 Hrs)
Online Clarification End Date	24.03.2017 (1030 Hrs)
Pre Bid meeting	24.03.2017 (1100 Hrs)
Bid Submission Start Date	17.03.2017 (1100 Hrs)
Bid Submission End Date	08.04.2017 (1730 Hrs)
Technical Bid Opening Date	10.04.2017 (1100 Hrs)

3. Two Bid System

The two bid system will be followed for this e-tender. In this system, the bidder shall submit his offer online in two parts viz. Technical Bid and Commercial Bid.

The offers submitted by telegram/ fax/ e-mail/ by hand or any other mode except e-tender shall not be accepted. No correspondence will be entertained in this matter.

▪ **Part 1: "Technical Bid" shall be uploaded in the form of following documents:**

- Copy of Tender Fee (Non-Refundable) in the form of **Demand Draft** for **Rs. 2000/-** (Rupees Two Thousand only) drawn on any **Nationalized/ Scheduled Bank**, in favour of **'Pay & Accounts Officer, Ministry of External Affairs'** payable at New Delhi.

The original instrument in respect of Tender Fee must be submitted to MEA on the address mentioned above on or before bid submission date/ time as mentioned in critical date sheet. The Demand Draft submitted towards tender fee shall be non-refundable.

Copy of **Earnest Money** in the form of **Demand Draft/ Bank Guarantee** towards Earnest Money Deposit of **Rs. 4,00,000/- (Rupees Four Lacs Only)** from any **Nationalized/ Scheduled**

Bank, in favour of **'Pay & Accounts Officer, Ministry of External Affairs'** payable at **New Delhi** as mentioned at Para 6 (Section III).

The original instrument in respect of Earnest Money Deposit must be submitted to **Section Officer (DP), MEA** on the address mentioned above on or before bid submission date/ time as mentioned in critical date sheet. **In case of non-submission of original payment instrument for EMD and tender fee, the bid shall be rejected. The Demand Draft submitted towards tender fee is non-refundable.**

- b. Duly filled Technical Bid with proper seal and signature of authorised person on each page of the bid submitted. The person signing the bid should be the duly authorised representative of the Firm/ Company whose signature should be verified and certificate of authority should be scanned and submitted as per format given at **Annexure I**. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be scanned and annexed to the bid.
- c. Copy of Supply Orders/ Contracts/ Agreements for similar work, executed by the bidders in last Five years ending December 31, 2016. The bidder should submit the completion certificate duly issued by the end user. The bidder should have completed at least **ONE** similar work not less than **Rs. 1.20 Crores** OR **TWO** similar works not less than **Rs. 75 Lacs** each OR **THREE** similar works not less than **Rs. 60 Lacs** each. The similar work means supply, installation, integration and on-site support of all/ most of the items mentioned in this tender document in a single project on turnkey basis in India/ abroad.

The bidders are required to submit supporting document for the past experience i.e. copy of the purchase order and work completion report etc. duly notarised along with contact details of the end user. These documents would be subject to further verification by the client, if required. Submission of any false information would lead to forfeiture of EMD.

- d. Copy of VAT/ CST, Service Tax Number and PAN/ Registration certificate, as applicable shall be uploaded.
- e. Copy of a certificate by the auditor/ CA/ CS indicating the turnover of the firm shall be uploaded. The bidder should have total average turnover of minimum **Rs. 5 Crores** in last **3 (three) financial years** ending **31st March 2016**.
- f. Copy of all documents related with Firm Registration/ Partnership Deed/ Articles of Memorandum of Association or Proprietorship Deed, Certificate of Incorporation shall be uploaded.
- g. Bid Form as per format given at **Annexure II** must be uploaded by the bidder along with Technical Bid.
- h. Technical Compliance Document in the form of **Tech_Comp_Doc.pdf** with detailed technical specification, make, model and cross reference compliance with the data sheets should be uploaded in the technical bid, failing which will lead to the rejection of the bid.
- i. Declaration as per the format given at **Annexure III** must be uploaded by the bidder along with Technical Bid, for undertaking that the IT Infrastructure that shall be supplied for CEIT Egypt will not be refurbished/ duplicate or acquired in India/ Third Country.
- j. The installation and warranty services are required in Cairo, Egypt. The bidder should upload the signed and scanned copy of the detail plan for providing warranty services at sites. The bidders should have its own Branch Office/ Service Centre in Cairo, Egypt or arrangement to provide service through local dealer/ service provider. In either case, a signed and scanned undertaking to this effect should be uploaded along with the technical bid as per format given at **Annexure IV**. The details viz. name, address, contact person, telephone / fax, email etc. should be provided along with an undertaking from this local dealer/ service provider within 30 (thirty) days of the receipt of Supply Order from MEA.
- k. Signed and scanned copy of the Checklist as per format given at **Annexure VII** must be uploaded along with Technical Bid.
- l. Signed and scanned copy of other related documents, mentioned in the tender document but not listed here.
 - **Part 2: "Commercial Bid" shall be uploaded in the form of following documents:**
 - a. Price schedule should be submitted online only in the form of **BOQ_XXXX.xls**.

- b. The prices should be mentioned in figures as well as in words wherever mentioned in the **BOQ_XXXX.xls**. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words.

4. Pre-Bid Meeting

The pre-bid meeting shall be held as per schedule mentioned in critical date sheet at:

**Centre for Development of Advanced Computing
Anusandhan Bhawan, C-56/1
Institutional Area, Sector 62, Noida – 201 301 (U.P.)**

Maximum 2 (Two) participants per bidder will be allowed to participate in the Pre-bid Meeting.

Note: The queries/ suggestions should be submitted only on CPP Portal by March 24th 2017 up to 1030 hrs. The answer to the queries will be provided only on CPP Portal after the Pre Bid Meeting. The queries received after due date/ time or through e-Mail/ letter will not be considered.

5. Submission of bids and opening of the Technical bids:

Last date for submission of bids will be as per schedule mentioned in critical date sheet above.

Online Technical bids will be opened as per schedule mentioned in critical date sheet aboveat:

**Centre for Development of Advanced Computing
E-25, I & II Floor, Hauz Khas Market
New Delhi – 110 016 INDIA**

The bidsshould be submitted online only at CPP Portal. The bidders' authorized representative (maximum two) may choose to attend the bid opening/s, if desired so. Bids will be opened online as per date/time as mentioned in the Tender Critical Date Sheet.

The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the short listed bidders shall be considered for further processing i.e. technical evaluation.

Bidders whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

6. Opening of Commercial Bids

The online commercial bids of the bidders who are short listed after Technical Evaluation only will be opened in the presence of the bidders or their authorized representative (maximum two), who choose to attend, at the **time place and date** to be informed later.

The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the online commercial bid opening.

The bidder's name, bid prices, discounts and such other details considered as appropriate by MEA, will be announced at the time of the opening of the bids.

Note: Technically accepted online competitive bids ONLY will be considered for the opening of online Commercial Bids.

END OF SECTION II

SECTION III: INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Work / Project Timelines

The bidder is required to Supply, Install & Commission and has to provide On-site support of IT Hardware & Software for Setting up of Centre of Excellence in IT (CEIT) in Cairo, Egypt. The delivery and installation at site must be completed within 120 days from the date of placement of supply order by MEA. The shipment from India/ third country is required to be done by sea/ air/ road, within 60 days from the receipt of supply order from MEA. Thereafter, the delivery & installation at site must be completed within the balance 60 days including the custom clearance & local transportation to the site by the bidder. It is mandatory for the bidders who respond to this bid to meet these expectations as time is the essence of this contract and is tightly linked to MEA plans of completing the project within the available time frame.

2. Locations for the Supply, Installation & Warranty Services

The items as detailed in this document are required to be supplied and installed at Cairo, Egypt. The detail of consignee & firm address of the site(s) for supply, installation & commissioning and on-site warranty support will be communicated in the Supply Order.

3. Order Placements and Release of Payment

The supply order and payment shall be released by:

Deputy Secretary (DP-II)
Development Partnership Administration (DPA-II)
Ministry of External Affairs,
Room No. 2097, 'B' Wing
Jawaharlal Nehru Bhawan, New Delhi

4. Eligible Bidders

4.1 **Bidder must be a competent firm in India in the business of IT hardware, software, audio-visual equipment and computer peripherals in India / abroad.** The bidder should be in the similar business for at least last 5 (five) years prior to the date of issue of this tender.

4.2 The bidder should have completed at least **ONE** similar work not less than **Rs. 1.20 Crores** OR **TWO** similar works not less than **Rs. 75 Lacs each** OR **THREE** similar works not less than **Rs. 60 Lacs** each.

The bidders are required to submit supporting document for the past experience i.e. copy of the purchase order and work completion report etc. duly notarised along with contact details of the end user. These documents would be subject to further verification by the client, if required. Submission of any false information would lead to forfeiture of EMD.

4.3 The bidder should have total Average turnover of minimum **Rs 5 Crores** in last 3 (three) financial years ending **March 31st 2016**.

4.4 The bidder should be an **authorised distributors/ resellers** for the items viz. Server, Tape Library, Backup Software, Laptop, Desktop, Printer, Projector, Interactive White Board, Video Conferencing, Audio Video Equipment and Networking Items mentioned in the Scope of Supply of the tender document in India/ abroad.

4.5 The bidders should have its **own branch office/ service centre** in Cairo, Egypt or arrangement to provide onsite support through local dealer/ service provider.

4.6 Bidder should be registered with Sales Tax/ Income Tax Department of Government of India and should possess a valid **VAT/ CST/ Service Tax/ PAN** Number/ Registration.

4.7 Bidders should not be under a declaration of ineligibility for **corrupt and fraudulent** practices.

Note: MEA reserves the right to award/ reject the orders to any particular bidder without assigning any reason thereof.

5. Amendment of Tender Document

5.1 At any time prior to the deadline for submission of bids, MEA may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

- 5.2 All prospective bidders who have purchased the bidding document will be notified of the amendment in writing, and such amendments/ modifications will be binding on them.
- 5.3 MEA at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.
- 5.4 Bidders should keep viewing the above-mentioned websites for any corrigendum/ change. There wouldn't be any newspaper advertisement towards the same. If any bidder misses the information published on the website and their bid is rejected, no complaint would be entertained.

A. PREPARATION OF BIDS

Bids shall be submitted online only at CPP Portal:

Bidders are advised to follow the instructions provided in Section-I above for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at

Bid documents may be scanned with **100 dpi** with black and white option, which helps in reducing size of the scanned document.

Bidder who has downloaded the tender from the MEA website and Central Public Procurement Portal (CPPP), shall not tamper/modify the tender form including downloaded commercial bid template in any manner. In case if the same is found to be tampered/ modified in any manner, bid will be summarily rejected and EMD would be forfeited and the bidder would be liable for **suitable penal** action.

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents.

6. Earnest Money Deposit (EMD)

6.1. The tender documents must be accompanied by Earnest Money Deposit of **Rs. 4,00,000/- (Rupees Four Lacs Only)** in the form of a **Demand Draft (DD)** drawn on any **Nationalized/ Scheduled Bank**, in favour of '**Pay & Accounts Officer, Ministry of External Affairs**' payable at **New Delhi OR Bank Guarantee (BG)** valid for **225 days** from the last date of submission of bids as per the format provided in **Annexure V** from any **Nationalized/ Scheduled Bank**.

Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/ cheque/ FDR or any other form except DD or BG. No interest shall be payable on EMD.

6.2. The EMD will be returned to the bidder(s) whose offer is not accepted by MEA within 30 days from the date of opening of commercial bids. In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Performance Bank Guarantee (Refer Clause 9 of Section IV). However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.

6.3. The successful bidder, on award of contract/ order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited.

6.4. The EMD shall be forfeited:

- 6.4.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.
- 6.4.2 In case a successful bidder, fails to furnish the Performance Bank Guarantee (Clause 9 of Section IV) in lieu of performance warranty.
- 6.4.3 If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.
- 6.4.4 If the bidder fails to supply the material.

7. Period of validity of bids

7.1. Bids shall be valid for minimum 180 days from the date of submission. Bid valid for a shorter period shall stand rejected.

7.2. MEA may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without

forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

B. SUBMISSION OF BIDS

The online bid shall be neat, plain and intelligible. Each page of the bid should be signed by the authorized person. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

8. Deadline for Submission of Bids

8.1 Bids must be submitted online before the due date and time as specified in the critical date sheet.

8.2 MEA may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on the websites only.

9. Late Bids

The online bid submission would not be possible after the deadline for submission of bids.

C. BID OPENING AND EVALUATION OF BIDS

10. Opening of Bids

10.1 The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing (technical evaluation).

10.2 Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

10.3 MEA will open commercial bids of only the technically short listed bids at the time and date to be informed later.

D. AWARD OF CONTRACT

11. Evaluation of Proposals & Award Criteria

11.1 The bidder must quote for all the items mentioned under Section V – Schedule of Requirement. The lowest price criteria shall be applied on the total composite amount (inclusive of all) of all items taken together.

11.2 Preliminary scrutiny of the proposal will be made to determine whether they are complete, required processing fee (Tender Fee) and bid security (EMD) have been furnished, whether the uploaded documents have been properly signed and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.

11.3 Bids complying with all the eligibility requirements mentioned under Section III Clause 4 of this tender document and fulfilling the specifications and schedule of requirements mentioned in Tech_Comp_Doc.pdf and Section V shall be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences.

11.4 MEA, if required, may ask bidders for presentation on the solution offered. Failure on part of bidder to arrange the presentation on the date & place fixed shall result in the rejection of technical bids and financial bids of these bidders shall not be opened. Also, if it is found after presentation that the solution offered is not meeting the specifications prescribed by, such bidders shall be treated as substantially non-responsive. MEA decision shall be final in this regard. The place for presentation shall be conveyed to the bidders at an appropriate date.

11.5 Commercial bids of only those bidders will be opened who are found to be substantially responsive and the work shall be awarded to the commercially lowest bidder.

11.6 Bidder should quote their rates by uploading in prescribed Performa in BOQ_XXXX.xls only. Commercial bids/ prices/ rates other than the format provided or elsewhere in the Bid Document shall be rejected by MEA.

- 11.7 The rates quoted in figures would be automatically converted in words in BOQ_XXXX.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The correct amount will be calculated by multiplying unit price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be bidder's total quoted amount.
- 11.8 In the copies of supply order/ contract/ agreement/ experience certificate submitted by the bidder, if the currency is other than Indian Rupees, the value of work in Indian Rupees shall be determined by using the exchange rate declared by Reserve Bank of India as on the last date of submission of technical/ commercial bids and the eligibility of the bidder shall be determined accordingly.
- 11.9 If more than one bidder happens to quote the same lowest price, MEA reserves the right to split the order and award the contract to more than one bidder. The splitting in such case will be done on the basis of item wise lowest price quoted by the bidders.

12. Purchaser's Right to amend Scope of Work

- 12.1 If, for any unforeseen reasons, MEA is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.
- 12.2 MEA reserves the right to reject one/ all the bids or cancel the tender without assigning any reasons there for.
- 12.3 MEA reserves the right to accord relaxation uniformly to all the bidders in case the bid submitted by all the bidders are found to have minor deviation.

13. Corrupt or Fraudulent Practices

- 13.1 It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- 13.2 MEA will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- 13.3 MEA may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

14. Interpretation of the clauses in the Tender Document / Contract Document

- 14.1 In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document; Director General, MEA interpretation of the clauses shall be final and binding on all parties.

END OF SECTION III

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 1.2. Bidders must quote the prices in INR only and as per the prescribed Performa in **BOQ_XXXX.xls** only.
- 1.3. The prices quoted should be inclusive of freight, insurance, packing and applicable taxes till destination. The packing shall be transport worthy so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user's site duly certified by CDAC, end-user & Indian Mission in Egypt.

2. Taxes and Duties:

- 2.1. The basic price & all applicable taxes and/ or duties except customs duty should be included in the price quoted. The items being imported in Egypt from India/ third country will be exempted from payment of Custom Duty. The Government of Egypt/ end user on the request of supplier shall provide necessary Custom Duty Exemption Certificate but the custom clearance will be the responsibility of the successful bidder. No Concession Tax Form (C/D) will be given by MEA.
- 2.2. Bidder shall arrange to clear the consignment after following customs formalities at Egypt and shall arrange to deliver the consignment to the end user individual site(s). The cost and risk of the consignment rests with the bidder till it is delivered to the end user individual site(s).

3. Software Licenses:

The software mentioned in Schedule of Requirement is for CEIT in Cairo, Egypt. The licenses shall contain paper licenses and at least one set of media (DVD's/CDs).

4. Chartered Engineer Certificate:

The successful bidder will be required to furnish the certificate from a Registered Chartered Engineer certifying that the items supplied and their specifications are in compliance with the requirements of the supply order issued by MEA.

5. Completeness Responsibility:

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the vendor and which are not expressly excluded there from but which are necessary for the performance of CEIT in Cairo, Egypt in accordance with the specifications and executing the contract to establish achievement of performance guarantee parameters, are to be provided for and rendered by the vendor without any extra charge so that the said project is completed in all respect.

6. Warranty and Support:

All the items covered in the schedule of requirements, shall carry **minimum 2 (Two) years on site comprehensive warranty** from the date of its installation & commissioning. The bidder must undertake to provide the on-site support during the warranty in Egypt. The repairing/ rectification/ replacement/ configuration required, if any, must be done at site only. During the warranty, all complaints should be rectified within 7 (Seven) working days from the time of complaint. In case the rectification of fault involves replacement of some hardware the same should be carried out within 21 (Twenty One) working days from the date of intimation.

Failure to do so would result in the levy of penalties. The PBG will be released by MEA only after the submission of satisfactory performance certificate issued by end-user & verified by Indian Mission in Egypt after the completion of warranty period.

7. Payments:

- MEA shall release 70% of the payment to the supplier on proof of dispatch on certification by CDAC and receipt of Performance Bank Guarantee.
- Balance 30% of the payment shall be released by MEA after successful installation & commissioning of all the items on physical verification of equipment/ material at site by a Project Monitoring Committee (PMC) duly constituted by MEA and represented by IFD, MEA.

8. Performance Bank Guarantee (PBG):

The successful bidder within 30 days must submit a PBG equivalent to 10% of the order value on receipt of supply order from MEA as per the format provided in **Annexure VI** of this tender document. This Bank Guarantee should remain valid 34 (Thirty Four) months from the date of its submission to MEA.

9. Transport/ Shipping Documents:

After the consignment is ready for dispatch, the successful bidder shall be required to furnish the following documents:

- i. Chartered Engineer's Certificate
- ii. Bill of Lading/ Air Way Bill (booking details)
- iii. Packing List
- iv. Insurance Policy
- v. Invoice & other relevant document(s)

Actual shipment should be done only after receipt of concurrence from MEA based upon the above-mentioned documents.

10. Penalty for delayed Services:

MEA reserves the right to levy penalty @ 1% of order value per week of delay beyond the scheduled timeline of completion of installation at site i.e. 120 days from order placement and resolution of complaint during warrant period i.e. all complaints should be rectified within 7 (Seven) working days from the time of complaint. In case the rectification of fault involves replacement of some hardware the same should be carried out within 21 (Twenty One) working days from the date of intimation, subject to maximum of 10% of the order value. MEA reserves the right to cancel the order in case the delay is more than 10 weeks. The penalties, if any shall be recovered from the Performance Bank Guarantee (PBG) submitted by the successful bidder or from the Balance payment reserved with MEA. MEA may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of circumstances not attributed to the bidder. For any such relaxation, the bidder should sought prior written approval from MEA by submitting proper justification with documentary evidences.

11. Jurisdiction:

The disputes, legal matters, court matters, if any shall be subject to Delhi jurisdiction only.

12. Force Majeure:

MEA may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidder's OEM premises.

13. Arbitration:

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc., shall be referred by either party (MEA or the bidder) after issuance of 30 (thirty) days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be specified in the purchase agreement. The jurisdiction of the courts shall be specified in the purchase agreement. The Arbitration and Conciliation Act 1996 and the rules made there under with all/ any modifications or amendments thereof for the time being in force shall apply to the arbitration proceedings.

END OF SECTION IV

SECTION V – SCHEDULE OF REQUIREMENT (Bill of Material)

S. No.	Item Description	Qty.	Unit
1	Desktop Computer with Webcam & Headphone	58	Nos.
2	Laptop	14	Nos.
3	Server	4	Nos.
4	Rack Monitor with Integrated Keyboard & Mouse	1	No.
5	Tape Library	1	No.
6	Backup Software	1	No.
7	KVM Switch	1	No.
8	Networking Switch (Core)	1	No.
9	Networking Switch (Edge)	4	Nos.
10	Firewall	1	No.
11	Router	1	No.
12	Multi Function Printer	4	Nos.
13	LCD Projector	2	Nos.
14	Motorized Screen	2	Nos.
15	Interactive White Board with stand	2	Nos.
16	Virtual Classroom with AV Solution		
16.1	LCD Projector	1	No.
16.2	Motorized Screen	1	No.
16.3	Video Conferencing Unit	1	No.
16.4	Audio Conference Phone	1	No.
16.5	LED TV 55"	1	No.
16.6	Interactive White Board with stand	1	No.
16.7	4x4 HDMI Matrix Switcher	1	No.
16.8	HDMI & Control Twisted pair Transmitter	3	No.
16.9	HDMI & Control Twisted pair Receiver	3	No.
16.10	Enhanced Wall mounted Touch Control with AV Controller	1	No.
16.11	12 Input & 8 Output Digital Signal Processor with POTS	1	Nos.
16.12	2 Way Ceiling Speaker 70/100V operation	6	Nos.
16.13	CellingMicrophone	10	No.
16.14	Wireless Lapel Microphone	1	No.
16.15	Audio Amplifier Mono 100V/ 200W	1	Nos.
16.16	Shielded Twisted pair cable 24 AWG (305 Mts Spool)	1	Nos.
16.17	Shielded RJ 45 Plugs	20	Nos.
16.18	High Speed Ultra Flexible HDMI Cable 6ft	6	Nos.
16.19	High Speed Ultra Flexible HDMI Cable 9ft	3	Nos.
16.20	VGA to VGA with audio cable 6ft	1	Nos.
16.21	Standard Speed HDMI Cable - 50ft	2	Nos.
16.22	Standard Speed HDMI Cable - 35ft	2	Nos.
16.23	Other cables & connectors like speaker cable, microphone cable, control cable etc.	1 set	Nos.
16.24	Wall Plate for HDMI, VGA & Stereo Audio	15	Nos.
16.25	Twisted Pair extender for USB cable for white board	1	Nos.
17	UPS 1 KVA	58	Nos.
18	UPS 5 KVA	4	Nos.
19	Licensed Software (AE)		
19.1	MS Win Svr Std. 2012R2 SNGL OLP NL Acdmc 2Proc	3	Nos.
19.2	MS Win Svr CAL 2012 SNGL OLP NL AcdmcDvc CAL	72	Nos.
19.3	MS SQL Std 2016 SNGL OLP NL Acdmc	2	Nos.
19.4	MS SQLCAL 2016 SNGL OLP NL AcdmcDvcCAL	72	Nos.
19.5	MS Visual Studio Pro 2015 SNGL OLP NL Acdmc	72	Nos.

19.6	MS Office Pro Plus 2016 SNGL OLP NL Acdmc	72	Nos.
19.7	Oracle 12c Standard Edition	1	No.
19.8	Oracle 12c Standard Edition Media and ATS for 1 year	1	No.
19.9	Red Hat Enterprise Linux	1	No.
19.10	JDK	72	Nos.
19.11	Antivirus with updates (McAfee, Symantec Endpoint Security Suite, eTrust etc.)	72	Nos.
19.12	MySQL	72	Nos.
19.13	JVM Latest edition	72	Nos.
19.14	Eclipse	72	Nos.
19.15	MS Windows ADK	72	Nos.
19.16	MS Project 2016 SNGL OLP NL Acdmc	72	Nos.
19.17	Selenium	72	Nos.
19.18	Media & Paper Licenses for above mentioned software	1	
20	Networking Passive Items		
20.1	CAT 6 Cable (box of 305 Mts.)	10	Boxes
20.2	Single I/O with SMB	100	Nos.
20.3	Jack Panel (24 Ports)	4	Nos.
20.4	UTP Patch Cords (3 Ft)	100	Nos.
20.5	UTP Patch Cords (7 Ft)	100	Nos.
20.6	PVC Conduit, Baton & Flexi (1"X2")	1000	Nos.
20.7	Networking Racks 12U with accessories	4	Nos.
20.8	Networking Racks 42U with accessories	2	Nos.
21	Installation of LAN		
21.1	Installation of PVC conduit, baton & flexi (1"X2")	1000	Mts.
21.2	Mounting & Fixing of Networking Rack 12U	4	Nos.
21.3	Fixing of Networking Rack 42U	2	Nos.
21.4	Mounting & fixing of Jack Panel	4	Nos.
21.5	Fixing of I/O & SMB	100	Nos.
21.6	UTP termination at I/O & Jack Panel	200	Nos.
21.7	Documentation	1	No.
22	iPhone	10	Nos.
23	Android Phone	10	Nos.
24	Installation & Commissioning	1	No.

END OF SECTION V

Annexure - I

(On company Letter Head & to be signed by MD/ CEO/ Proprietor)

Date:

To

Deputy Secretary (DP-II)
Development Partnership Administration (DPA-II)
Ministry of External Affairs,
Room No. 2107, 'B' Wing
Jawaharlal Nehru Bhawan, New Delhi

Dear Sir,

Subject: **Authorization to sign the bid document**

This has a reference to your tender no. dated for setting up of Centre of Excellence in IT (CEIT)in Cairo, Egypt.

It is hereby confirmed that, Sh./ Smt.working as is entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

The specimen signature of Sh./ Smt..... is as given below.

(Signature 1)

(Signature 2)

I,, certify that I am <designation> of <company>, and that Sh./ Smt..... whose specimen signatures are given above is authorized to bind the corporation by authority of its governing body.

For M/s _____ (Name of the bidder)

Signature & company seal

Name
Designation
Email
Mobile No.

(On company Letter Head)

Date:

To

Deputy Secretary (DP-II)
Development Partnership Administration (DPA-II)
Ministry of External Affairs,
Room No. 2107, 'B' Wing
Jawaharlal Nehru Bhawan, New Delhi

Dear Sir,

Subject: **Bid Form**

This has a reference to your tender no. dated for setting up of Centre of Excellence in IT (CEIT) in Cairo, Egypt.

1. Having examined the 'Invitation for Bids', 'Instructions to Bidders' 'Special Conditions of Contract', 'Technical Compliance Document', 'Schedule of Requirements' and the Annexure for the above referred tender, we the undersigned offer to supply, install & commission and guarantee the whole of the said 'Scope of Work' in conformity with the said Special Conditions of Contract and Technical Specifications for the sum mentioned in Commercial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are given in required formats.
2. We have independently considered each and every clause of this tender document and given our informed consent to them.
3. We undertake, if our Bid is accepted, we shall commence the supply of items/services/manpower as per delivery schedule offered by us so as to fulfill our obligations as per this Tender Document to full satisfaction of purchaser.
4. If our Bid is accepted we will furnish a **Bank Guarantee of 10%** order value with a validity of **34 months** to cover delivery, installation & warranty period for the IT Infrastructure.
5. We have independently considered the amount shown in 'Special Conditions of Contract' as per-estimated liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of **180 days** from the date of opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
7. This bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any offer you may receive against this bid.
9. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
10. All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same. All documents submitted are genuine and if MEA finds that we have submitted any forged document, MEA may reject our bid; forfeit the EMD/ BG and take stringent action against us as per Government of India guidelines.
11. We accept that all doubts, concerns or ambiguity in the tender document (if any) would be uploaded by us on CPP Portal before the pre-bid meeting. If we raise any doubt, concerns, ambiguity issues, interpretation issues, after the Pre-Bid meeting, MEA may not consider the request or reply.

12. We will accept MEA's internal technical and financial evaluation procedure and will not interfere in the process after submission of the bid. We shall not deviate from the bid process and not try to stall the process; if do so, MEA may take stringent action against us.
13. We undertake that our company is not under the declaration of ineligibility for corrupt & fraudulent practices. We also undertake that our company has not been blacklisted by any Government entity in India/ abroad till today.
14. We will follow all guideline mentioned in the tender documents.

For M/s _____ (Name of the bidder)

Signature & company seal

Name
Designation
Email
Mobile No.

(On company Letter Head)

Date:

To

Deputy Secretary (DP-II)
Development Partnership Administration (DPA-II)
Ministry of External Affairs,
Room No. 2107, 'B' Wing
Jawaharlal Nehru Bhawan, New Delhi

Dear Sir,

Subject: **Declaration Letter**

This has a reference to your tender no. dated for setting up of Centre of Excellence in IT (CEIT) in Cairo, Egypt.

We confirm that the IT Infrastructure that shall be supplied for CEIT Egypt will not be refurbished/ duplicate or acquired illegally in India/ third country. We undertake, if our bid is accepted, we will submit a letter from OEM endorsing that the equipment are brand-new at the time of supply and before the issuance of FDCC.

The details of all the OEMs, make & model with detail technical specifications is offered in our technical bid for items viz. Servers, Tape Library, Backup Software, Desktops, Laptops, Networking Items, Video Conferencing, UPS, TV, Printers, Interactive White Board, Audio & Video Equipment and Projector. If MEA find that any information/ details submitted by us is incorrect, MEA may black list us and forfeit the EMD/ take stringent action against us as per Government of India guidelines.

By signing this declaration letter we accept all terms and conditions specified in the tender document and agree that MEA's decision will be final and binding on us.

For M/s _____ (Name of the bidder)

Signature & company seal

Name

Designation

Email

Mobile No.

Annexure – IV

(On company Letter Head)

Date:.....

Tender No.:.....

To

**Deputy Secretary (DP-II)
Development Partnership Administration (DPA-II)
Ministry of External Affairs,
Room No. 2107, 'B' Wing
Jawaharlal Nehru Bhawan, New Delhi**

Dear Sir,

Sub: Undertaking to the effect that onsite support during the warranty in Egypt will be provided by <Company Name> through its own Branch Office/ Service Centre/local partner

This has a reference to your tender no. dated for setting up of Centre of Excellence in IT (CEIT) in Cairo, Egypt.

We undertake to provide the onsite support in Egypt during the period of warranty through our own Branch Office/ Service Centre/ local partner. In case <Company Name> is a successful bidder, details viz. Name, Address, Contact Person, Telephone/ Fax, Email etc. of our own Branch Office/ Service Centre/ local partner along with an undertaking from the local dealer/ service provider (if applicable) will be submitted by <Company Name> before the placement of supply order by MEA.

Thanking you,

Sincerely yours,

For M/s _____ (Name of the bidder)

Signature & company seal

Name
Designation
Email
Mobile No.

PERFORMA FOR BANK GUARANTEE TOWARDS EMD
(on non-judicial paper of appropriate value)

Bank Guarantee No.

Dated:

To

Development Partnership Administration (DPA-II)
Ministry of External Affairs,
Room No. 2107, 'B' Wing
Jawaharlal Nehru Bhawan, New Delhi

Dear Sir(s),

Whereas the Ministry of External Affairs having its office at Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011 (hereinafter called the MEA) which expression shall, unless repugnant to the context or the MEA thereof, include all its successors, administrators, executors and assignees has invited tender No. _____ and M/s _____ having Registered/head office at _____ (hereinafter called the "Bidder" which expression shall, unless repugnant to the context or the MEA thereof, MEA and include all its successors, administrators executors and assignees) have submitted a quotation Reference No. _____ and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs _____ (Rupees _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice inviting tender and other terms and conditions contained in the tender Documents supplied by the MEA specially the conditions that (a) bidder shall keep his bid open for a period of day i.e. from _____ to _____ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the MEA (b) the Bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the MEA within the required time. The Bidder has absolutely and unconditionally accepted these conditions. The MEA and the Bidder have agreed that tender document is an offer made on the condition that the bids, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the MEA for a period of _____ days i.e. from _____ to _____ or any, extension thereof and that submission of the bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the tender documents. They have further agreed that the contract consisting of tender documents as the OFFER and submission of the bids as the ACCEPTANCE shall be a separate contract distinct from the contract, which will come into existence when the bid is finally accepted by the MEA. The consideration for this separate initial contract preceding the main contract is that the MEA is not agreeable to sell the tender documents to the Bidder and to consider the tender to be made except on the condition that the bids shall be kept open for the period indicated above and the Bidder desires to submit bid on this condition after entering into this separate initial contract with the MEA promises to consider the tender on this condition and Bidder agrees to keep this bid open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we _____ registered (indicate the name of Bank) under the laws of _____ having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or MEA thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs _____ (Rupees _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the MEA on the bank shall be conclusive and binding notwithstanding any difference between the MEA and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the MEA in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the MEA at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.

4. The bank further agree that as between the bank and the MEA, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the bid Documents as referred above given to the bank by the MEA shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of the MEA or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with the MEA that the MEA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the MEA or any indulgence shown by the MEA to the said Bidder or by 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. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. _____ (Rupees _____ only) in aggregate and it shall remain in full force upto _____ (225 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s _____ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before _____ (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the MEA under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of the MEA under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the Bidder furnished to the MEA a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the MEA by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the Ministry under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of the MEA under this guarantee shall be valid and shall not cease until we have satisfied that claim,

In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this _____ day of at _____ of _____ at _____ of _____ (month & year).

Signature
(Full name in capital letters)
Designation with bank stamp

Witness No.1
Signature
(Full name and address in capital letters)

Witness No.2
Signature
(Full name and address in capital letters)

Attorney as per power of attorney
No -----
Date-----

PROFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE

(on non-judicial paper of appropriate value)

Dated:

**Development Partnership Administration (DPA-II)
Ministry of External Affairs,
Room No. 2107, 'B' Wing
Jawaharlal Nehru Bhawan, New Delhi**

BANKS GUARANTEE NO:

Dear Sir(s),

This has reference to the Supply Order No. _____ dated _____ placed by Centre for Ministry of External Affairs (MEA), New Delhi on M/s _____ for supply, installation, commissioning and warranty of IT Hardware & Software for setting up of Centre of Excellence in IT (CEIT) in Cairo, Egypt. The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of MEA and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site in Cambodia as per the warranty clause in said purchase order.

M/s _____ has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. _____ on M/s. _____ holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

MEA shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of MEA under any security (ies) now, or hereafter held by MEA and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of MEA hereunder or of prejudicing right of MEA against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of MEA and liabilities of the supplier arising up to and until _____.

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that MEA may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and/ or in connection with the said contract and MEA shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of MEA in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____ hereby agree and irrevocably undertake and promise that if in your (MEA's) opinion any default is made by M/s _____ in performing any of the terms and/or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s _____, then on notice to us by you, we shall on demand and without demur and without reference to M/s _____, pay you, in any manner in which you may direct, the amount of Rs. _____/- (Rupees _____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _____ and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____.

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to MEA hereunder.

The amount stated in any notice of demand addressed by MEA to the Bank as claimed by MEA from the supplier or as suffered or incurred by MEA on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and MEA be conclusive of the amount so claimed or liable to be paid to MEA or suffered or incurred by MEA, as the case may be and payable by the Bank to MEA in terms hereof.

You (MEA's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. _____ (Rupees _____ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s. _____ but shall in all respects and for all purposes be binding and operative until payment of all dues to MEA in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. _____ (Rupees _____ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within three months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs _____ (in words)
- B. This bank guarantee shall be valid up to _____ & unless a suit for action to enforce a claim under guarantee is filed against us within three months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after three months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____
- D. The Bank guarantee will expire on _____ granted by the Bank

Yours faithfully,

SEAL OF THE BANK

For (Name of Bank)

Authorised Signatory

(On company Letter Head)

CHECK LIST

S.No.	Item Description	Details	Attached (Yes/ No)
A	Name and Address of the Company/ Firm and its incorporation details		
B	Tender Fee Details. Demand Draft for Rs. 2000/- (Rupees Two Thousand only) drawn on any Nationalized/ Scheduled Bank , in favour of ' Pay & Accounts Officer, Ministry of External Affairs ' payable at New Delhi		
C	Earnest Money Deposit (EMD) Details. Demand Draft/ Bank Guarantee towards Earnest Money Deposit of Rs. 4,00,000/- (Rupees Four Lacs Only) from any Nationalized/ Scheduled Bank , in favour of ' Pay & Accounts Officer, Ministry of External Affairs ' payable at New Delhi		
D	Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. Certificate of authority should be scanned and submitted as per format given at Annexure I .		
E	Copy of Supply Orders for / Contracts/ Agreements for similar work, executed by the bidders in last 5 (five) years ending December 31, 2016 along with the completion certificate duly issued by the end user. Copy of the purchase order and work completion report duly notarized along with contact details of the end user. The bidder should have completed at least ONE similar work not less than Rs. 1.20 Crores OR TWO similar works not less than Rs. 75 Lacs each OR THREE similar works not less than Rs. 60 Lacs each		
F	VAT/ CST Service Tax Number/ RC Details		
G	Last three financial years annual turnover details. The bidder should have total Average turnover of minimum Rs 5 Crores in last 3 (three) financial years ending March 31st 2016		
H	Partnership Deed / Articles of Memorandum of Association		
I	Bid Form by the bidder as per format		

	given at Annexure II		
J	Technical Compliance Document in the form of Tech_Comp_Doc.pdf with detailed technical specification, make, model and cross reference compliance with the data sheets or OEM Compliance		
K	Declaration by the bidder as per format given at Annexure III		
M	Undertaking to the effect that the bidders have its own Branch Office/ Service Centre in Cairo, Egypt or arrangement to provide onsite support through local dealer/ service provider as per format given at Annexure IV		

Thanking you,

Sincerely yours,

For M/s _____ (Name of the bidder)

Signature & company seal

Name
Designation
Email
Mobile No.