CONSORTIUM FOR EDUCATIONAL COMMUNICATION
IUAC CAMPUS, ARUNA ASAF ALI MARG, NEW DELHI-110067
Phone: 011-26897418, 26897419 Fax : 011-26897416
Website : www.cec.nic.in

ज्ञान-विज्ञान विमुक्तये

CEC/JD(H/W)/Procurement of Large Capacity Storage Device/2017

Tender Notice
Notice Inviting Tenders

Sealed tenders are only invited from reputed manufacturers / their authorized Indian representatives for purchase of Large Capacity Storage Device on supply, installation testing and commissioning basis, the tender documents with terms and conditions and technical specifications can be obtained from the CEC website www.cec.nic.in. and CPP portal Govt. of India.

Tender document may be downloaded from the website www.cec.nic.in. and CPP portal Govt. of India. Sealed tender should be addressed to the "Chief Administrative Officer", Consortium for Educational Communication, IUAC Campus, Aruna Asaf Ali Marg, New Delhi – 110067, may be sent by Hand / Speed Post / Registered Post, or may be dropped in tender box placed at Reception CEC, New Delhi at the above mentioned address before the stipulated date and time. The tenders received after the due date and time will not be accepted. CEC reserves the right to accept or reject any tender, fully or partially without assigning any reason whatsoever. Tender documents complete in all respect must reach the office as on 5/4/2018 at 2-30 PM.

Size 8x8 cm

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Tender No. : CEC/JD (H/W)/Procurement of Large Capacity Storage Device
Under TAC Grant-2017

TENDER DOCUMENTS FOR LARGE CAPACITY STORAGE DEVICE

(31)

CONSORTIUM FOR EDUCATIONAL COMMUNICATION
IUAC CAMPUS, ARUNA ASAF ALI MARG
NEW DELHI - 110 067.
Phone : 011-26897418, 26897419, Fax: 011-26897416.
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General Terms & Condition

1. The tenders are to be submitted as per two bid system i.e. **Technical Bid** and **Financial Bid**.

2. The Technical Bid should contain all the relevant/supporting documents as per **Annexure 'A'** and the Financial Bid should contain the rates quoted for the services to be provided, as per **Annexure 'B'**.

3. Technical Bid will be scrutinized by the evaluation committee and after scrutiny of technical bids, the financial bids will be opened. The Financial Bid of only those firms will be opened, whose Technical Bids are found suitable. The financial bids of the successful bidders will be opened on a subsequent date which will be intimated to them.

4. Both the bids i.e. Technical Bid and Financial Bid should be submitted as per specified Performa in **two separate sealed envelopes** super scribed as "**Technical Bid For Large Capacity Storage Device**" and "**Financial Bid For Large Capacity Storage Device**". An Earnest Money Deposit (EMD) **of Rs.40000 /-(Rupees forty thousand only)** in the form of Demand Draft/Pay Order in favour of **Director, CEC payable at New Delhi** should be in the third envelope alongwith covering letter and it should be superscribed "**EMD**". All three sealed envelopes should be put in a fourth sealed envelope and should be superscribed "**Large Capacity Storage Device".**

5. Sealed tender should be addressed to the **Chief Administrative Officer, Consortium for Educational Communication, IUAC Campus, Aruna Asaf Ali Marg, New Delhi – 110067.** The tender may be sent by Hand/Speed/Registered Post to the above mentioned address or may be dropped in the tender box placed at CEC, New Delhi at above address, before the stipulated date and time.

6. The tenderer should quote for all the columns / items in Financial Bid as per **Annexure-'B'**, failing which the bid shall be considered non-responsive, incomplete and tender will be summarily rejected.

7. The successful bidder will have to deposit 5% of Performance Security Deposit of the value of contract in the form of Demand Draft drawn in favour of Director, CEC payable at New Delhi and have to commence the work within 15 days in the form of Demand Draft of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited. EMD shall be refunded to the successful bidder on receipt of Performance Security Deposit.

8. In case the successful Tenderer declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited.

9. The EMD will be refunded to the unsuccessful tenderer only after finalization of the contract. No interest is payable on the EMD.

10. Each page of the Tender Document and papers submitted along with, should be serially numbered, signed and stamped by the authorized signatory.

11. All entries in the Tender form should be eligible and filled clearly. Any overwriting or correction which is unavoidable has to be signed by the authorized signatory.

12. The tender will be valid for 180 days.

13. No conditional quote shall be accepted.

14. CEC reserves the right to reject the tender without assigning any reason thereof.

Bill of Material & Technical Specification

S.No.	Description	Qty
1.	Large Capacity Storage Device	02 No's
2.	LTO -7 Media	24 No's

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Annexure -I

Specification for Large Capacity Storage Device :- 2 Nos

1. SCOPE:

The specifications aim at LTO drive for the performance measure of large storage and archive data with Hybrid "USB and SAS interface" from Windows based desktop or laptop.

2. Essential Features:

a) The LTO drive should have operability by easy operation with USB interface and by high speed transfer with SAS interface.

b) The LTO Drive should have bundled software for operations/management from GUI window and should support LTFS

c) The drive should have, the features like Copy/Move data with drag drop & deletion from Desktop/laptop to LTO Drive and as well as LTO drive to Desktop/laptop.

d) The drive should support archive/management software to archive files- search/retrieve (with Metadata) and verify data automatically. The archive/management software should have minimum five or more Freeword (Freeword / Media Tag is the customized information) this should enables to set in management software to search media and data. User should be able to search for media and data easily by using the keyword (Freeword). The user should be able to make these Freeword by injecting into the "Word List" in the archive/management software.

e) The firms quoting the LTO drive has to provide above mentioned supporting archive/management software separately.

Technical Specifications:

LTO Drive

Tape Drive Type:	LTO Ultrium 7
Interface:	USB 3:0 / 6Gbps SAS
Capacity:	6.0TB (Native / 15.0TB (2.5:1 Compression)
Native data transfer speed:	USB 3.0: 140 Mb/sec (Native) 6G bps SAS: 300MB/sec (Native)
OS support:	Mac OS X / Windows / Linux

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Bill of Material

Sl. No	Description	Qty
1	LTO Tape drive with supporting LTFS Software	2
2	USB Cable	2
3	Cleaning cartridge	2
4	Archive/Management Software (Archive, metadata, search and retrieve files, Automatic verify) for Windows OS	2
5	Operational/ User guide for LTO Drive	2
6	Operational/ User guide for Archive/Management Software	2

Annexure-III

TENDER TERMS AND CONDITIONS

The terms and conditions of tender, for purchase of **Large Capacity Storage Device** ,by the Consortium for Educational Communication (C.E.C.) and Educational Multimedia Research Centers (EMMRC's)at (Annexure II).This Invitation is open to the manufacturers (OEM) & their authorized representatives only, having experience in Broadcast Television System in Marketing, Integration, Installation, Testing, Commissioning of equipment mentioned in the list and providing after sales service/AMC for the equipment. The acceptance of all these terms and conditions At (Annexure III). by the successful tenderer, shall constitutes an agreement between the manufacturer (which expression shall include his authorized agents/representatives) and the C.E.C./ EMMRC's.

The specifications of tendered equipment (at Annexure-I), list of Media Centers (at Annexure-II) and Tender Terms & Conditions (at Annexure -III) can be downloaded from the CEC web site www.cec.nic.in & www.eprocure.gov.in. Tenderer are required to submit quotation in:

(i) Print forms Hard Copy.

Any additional item(s)/accessory found necessary and not included in the CEC specifications should be quoted separately.

1. In the list of equipment at Annexure-I, make and model number, if any, has been indicated for illustration/reference only. Any equivalent / better make/model with similar functions and operations would also be considered.

2. Being an educational Institution, Government of India has extended concessional Custom Duty to CEC and Media Centers. Therefore equipment price in convertible foreign currency should be quoted by the Tenderer, for equipment not manufactured in India.

3. Most of the manufacturers, world over, offer Educational discount while offering equipment and software package to Educational Institutions. The tenderer should therefore also, offer such discounts while quoting prices against the Tender.

4. The manufacturer/representative shall submit the Performa invoices to C.E.C. The tenderer whose bid is approved for purchase, shall thereafter submit the Performa invoices to Media Centers also. Once a tender is accepted for the purchase, the CEC and Media Centers will place the purchase orders for their respective requirements after verifying that the rates and terms and conditions as given in the Performa invoice agreed with those of accepted tender.

5. CEC and Media Centers reserve the right to purchase varying quantity of material, less or more than the quantity specified in the tender.

6. The Tenderer should quote:
   I. The unique CEC Tender number (which appears as Tender No CEC).

   II. Date of Advertisement, on all correspondences related to Tender, such as Earnest money deposit, forwarding letter, technical and commercial bids etc.

7. The tenderer should not submit quotations of a number of items together he/she wants to submit against tender items raised by the CEC. However, the Tenderer should submit quotation of each tender item separately and in separate covers (Technical bid, EMD and Commercial bids also in separate covers) so as to facilitate the CEC to take a decisions regarding a single item separately, without affecting the other items.

8. The tenderer should submit Technical and Commercial bids of **each item** of the CEC tender **in a separate cover.** The tenderer should further put both the bids in an outer cover super scribing the ITEM NO., tender no. and due date of opening on the outer cover, so that tender of each item can be separately opened by the CEC.

   a. Part I of the tender papers should contain technical specifications, product features, detailed literature, brochures, etc. pertaining to the equipment and the envelope be marked as TECHNICAL

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BID. The Tenderer should also submit original copy of the earnest money (**Demand Draft**) in technical bid. The Tendered must submit a compliance statement of each of the quoted items, as per our specifications otherwise their quotation will be rejected.

b. Part II of the tender paper should contain all the commercial aspects such as pricing, Photo copy earnest money and other related information and the envelope be marked as COMMERCIAL BID. Tenderer must clearly mark and state on the first page, the total number of pages in commercial bid.

9. Tenderer quoting equipment, not manufactured in India, in Indian Rupees and utilizing the CEC's custom exemption certificate, must give an undertaking that the equipment imported by him on behalf of CEC, shall be directly imported from the manufacturer / principals. In this transaction, involvement of intermediary firms shall be summarily rejected.

10. Offers made by Authorized, Indian Representative, on behalf of the original equipment manufacturer (OEM), should submit an Authorization letter from the OEM with reference to the specific CEC tender number, authorizing the Indian representative to quote on behalf of OEM. Such Authorization letters should be submitted against each of the major equipment quoted in the system. The Authorization letters should be submitted in Technical Bid Cover and copy in Commercial Bid Cover.

11. **Custom Duty:** Custom Duty is applicable to CEC against custom duty Exemption certificate. Therefore, CEC will provide only custom duty exemption certificate to vendor/ supplier. However, all required documentation LC/TT opening & custom clearance processing shall be done by Vendor (S) on behalf of CEC. All the charges, custom clearance charges, freight and DO charges, custom duty, local transportation charges etc., shall be inclusive & paid by vendor(S).

CHA (Custom House Agent) and Freight Forwarder shall be appointed by Vendor itself and necessary formalities to clear the goods from custom and freight forwarder shall be done by supplier/ Vendors.

12. The **COMMERCIAL BID** should contain the following information:

a. The FOB value, the CIF value for import by airfreight up to CEC/Media Centers and for air parcel post up to CEC/Media Centers should be separately indicated.

b. The FOB and CIF value for import should be inclusive of freight forwarding Charges, local transport charges, all taxes, levies and duties arising in the country of origin.

c. In respect of items which are not to be imported, FOR value up to CEC, New Delhi/different Media Centers locations should be quoted.

d. Reference should be given to serial number of item as per our list of Equipment enclosed to contract document for each item of equipment quoted by the tenderer.

e. Discount/rebate, if any, in quoted prices and the conditions of availability.

f. All essential items including cables, connectors, etc, needed for complete installation for the smooth operation of the equipment shall be assumed to have been included in the quoted prices/items if these have not been quoted separately.

g. Charges on account of installation, commissioning and user training, if any, should be quoted separately.

h. Operation and maintenance manuals both Hard & Soft Copy and necessary extension boards should be supplied with the equipment.

i. Separate rates may be quoted for optional items, if any, which may enhance performance efficiency beyond the normal performance of items quoted by you. The extent and manner of increase in efficiency needs to be suitably explained.

j. For proposals which are computer based integrated equipment for which tenders are invited, the supplier / manufacturer the tenderer must ensure:

   i. Should supply all the software, which are bundled in the equipment and should also be supplied, in DVD/ Pen drive format and as original copy.

   ii. Should give guarantee / warrantee for a period not less than two years.
   iii. Must provide training for at least one CEC / Media Centre staff on maintenance for the quoted system at his facilities in house / abroad and may quote for this, if any.
   iv. Should submit quote against each item:
      a. Annual comprehensive maintenance contract.
      b. Non comprehensive maintenance contract, to be effective after the warranty period is over.

k. The tenderer should submit a certificate from the original equipment manufacturer (OEM), that the integrated product quoted by the tenderer has the approval of the manufacturer and the manufacturer stands to support the total integrated product for future AMC, for a period of five years, of the tendered product purchased by the CEC and media centre and shall supply of all components, if needed.

l. The Tenderer should submit list of similar supplies or projects Undertaken by it, showing schedule of dates of delivery of entire equipment, software, approx.

volume, Installation, Testing and commissioning, with reference to the date of signing of such contracts.

m. Earliest delivery period/schedule should be indicated clearly.

n. Country of origin of the goods/equipment.

o. The tenderer should provide warranty/Guarantee for quoted product for a Period of two years. The tenderer should also give an undertaking that during warranty period, if any defect in the supplied equipment is noticed by the Purchaser, the supplier or his representative shall rectify the defect or replace the defective item free of cost at the Purchaser's site within a period of 30 days of his notification.

p. Your banker's name and address.

q. List of spares recommended for satisfactory operation for a minimum period of two year and their quoted prices is given separately with full justification.

r. Programme of work showing the schedule of dates of:
   (i) Delivery of entire equipment and software.
   (ii) Installation.
   (iii) Testing and commissioning.

s. Arrangements by supplier for training of CEC/Media Centers staff in India/Abroad in the maintenance of the equipment tendered by him and the charges, if any, payable by the purchaser.

13. **Equation of Currency for Evaluation of Tenders**

For evaluation and comparison purposes only, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in Indian Rupees, as available in the National Dailies on the day of opening the tender, using the selling exchange rates established by the source and on the date the bid is opened.

14. **Terms & Conditions of Payment:**

A. For equipment to be imported:

Full payment of net F.O.B. value shall be released through Letter of Credit as per Purchase Order of the bidder on proof of dispatch by foreign manufacturer/ supplier.

B. For equipment manufactured in India or already imported in to India.

i. 90 percent payment shall be released after inspection and receipt of stores in good condition.

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ii. Balance 10 percent after three months of satisfactory performance from the date of commissioning.

C. Payment of software, installation, testing, commissioning and performance.

The payment of software, installation, testing, commissioning will be made as follows:

i. 30 percent payment against bank guarantee after the equipment is delivered to the consignee in good condition.

ii. The balance 70 percent will be released after commissioning and satisfactory performance of the networking of the system.

15. The offer should be valid for a minimum period of Six months from the date of opening of the tender.

16. If selected for purchase, the validity date of the tender(s) should be extended for a further period of 12 months from the date of acceptance of the tender for purchase.

17. If asked, the Tenderer must provide, at the CEC premises, the working model of the equipment and demonstrate the Technical features of the equipment under quote.

18. Installation, testing and commissioning of the equipment purchased is to be done by supplier at the site free of cost if required.

19. Equipment standards to follow SD TV/HD TV, CCIR-B.PAL colour 625 lines, 50 Hz, 220 volts, unless otherwise specified in the order.

20. Quotations for each item must accompany the technical literature, electrical and mechanical specifications, flow Chart, drawings, etc.

21. The supplier should give an undertaking that he will provide after sale service of the equipment in India for a minimum period of five years.

22. The supplier should undertake to provide Operation & Service manual ((Hard & Soft Copy)), extension boards and spare parts for the equipment in India through his representative in India, at least for a period of five years.

23. Tenders received after due date or incomplete in any respect will be rejected. The tenders must satisfy all the stipulated terms and conditions.

24. In the event of any of the Stores supplied by the Supplier being found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specification, the purchaser shall either reject the Stores or request the Supplier, in writing to replace or rectify the same. The

Supplier, on receipt of such notice shall either rectify or replace the defective Stores free of cost to the Purchaser

25. If the Supplier fails to rectify or replace the defective Stores as per Para 26; the Purchaser may at his option after giving written notice to the Supplier:

    a. Replace or rectify such defective Stores by any means and recover the extra cost so involved from the Supplier; or

    b. Cancel the Contract as a whole or for any such items of equipment as are in default without prejudice to any other right or remedy available.

26. This inquiry is not a commitment for purchase and the Purchaser reserves the right to cancel or reject any or all offers.

27. Delivery and Commissioning of suppliers within time and date stipulated shall be essence of the contract. If the Supplier fails to do this with in the period specified in the award of contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct liquidated damages from the Contract Price not by way of penalty. Recovery from the supplier as agreed liquidated damages will be calculated @ 1 percent of the price of the total project delayed for each month of delay or part thereof, until actual successful commissioning of the network system up to a maximum deduction of 10 percent of the cost of contract price.

28. The Bidder is expected to examine all instructions, terms & conditions and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

29. **COMPLIANCE:**

A point by point compliance statement in print forms/hard copy from the principal manufacturer in respect of all the points laid down in this specification is to be enclosed along with the offer in the format given below. Mere signature on the copy of our specification shall not be accepted as a compliance statement.

Compliance statement in the format mentioned below shall only be accepted. The manufacturer should also record the performance figures of their equipment offered in the quote for which the compliance statement is enclosed. The figures so mentioned should be supported by record of these in the technical literature enclosed with the tender and reference to the page number of enclosed literature for all features and technical specifications should be mentioned in the relevant column.

Offers without the compliance statement or incomplete compliance statement shall be rejected with the sole responsibility of the tenderer.

Any deviation from the specification detailed in the compliance statement is to be highlighted separately.

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Sr. No. Of CEC	CEC Compliance (Yes/No)	Optional Items if any reqd. to make the item Compliant to CEC Specs.

Fraud and Corrupt Practices

a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender, CEC shall reject a Proposal 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 (collectively the "Prohibited Practices") in the Selection Process. In such an event, CEC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to CEC for, inter alia, time, cost and effort of CEC, in regard to the RFP/ Tender, including consideration and evaluation of such Bidder's Proposal.

b) Without prejudice to the rights of CEC under Clause above and the rights and remedies which CEC may have under the LOI or the Agreement, if a Bidder is found by CEC 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 Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by CEC during a period of 3 years from the date such Bidder is found by CEC to have directly 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.

c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

1. **"Corrupt Practice"** means
   i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly,

any official of CEC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI 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 CEC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

ii. Save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of CEC in relation to any matter concerning the Project;

2. **"Fraudulent Practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.

3. **"Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

4. **"Undesirable Practice"** means
   (i) Establishing contact with any person connected with or employed or engaged by CEC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
   (ii) Having a Conflict of Interest; and

5. **"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 Selection Process.

31. Conflict of Interest

a. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, CEC shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to CEC for, inter alia, the time, cost and effort of CEC including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to CEC hereunder or otherwise.

b. CEC requires that the bidder provides solutions which at all times hold CEC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current

obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of CEC.

c. Without limiting the generality of the above, Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

i. the Bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. A constituent of such Bidder is also a constituent of another Bidder; or

iii. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

iv. Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

v. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Application of either or each of the other Bidder; or

vi. There is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing software implementation and related solutions to CEC for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or

vii. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

d. An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to CEC in continuation of this systems implementation or to any subsequent systems implementation executed for CEC in accordance with the rules of CEC.

32. The Purchaser will open the Bids received in the presence of the Bidders/ Bidders representatives who choose to attend at the time, date and place specified in the announcement. The Purchaser shall inform the Bidders, whose Technical Bid are found responsive, of the date, time and place of opening of the Financial Bid. The Bidders so informed, or their representative(s), may attend the meeting of opening of Financial Bid.

33. CEC reserves to itself the right of accepting the whole or any part of the offer and the tenderer shall be bound to perform the same at his quoted rates.

34. The Contract shall be interpreted, construed and governed by the laws of India. In case of any disputes, the same will be under jurisdiction of courts in Delhi / New Delhi only.

35. **Check List for the Vendors:**
The tenderer should ensure that the terms and conditions of the Tender Documents issued by the CEC are followed. For convenience of the tenderer, a Checklist as per below is recommended.

	d) Valid up to	
22.	Total Turnover Of three preceding years	
	a) 2013-2014	
	b) 2014-2015	
	c) 2015-2016	
23.	Minimum Annual Turnover of the OEM - 2 Crore.	Yes ☐ No ☐
24.	The firm should have at least 5 years experience in supply of similar equipment in Govt./ Ministry/ Department/Autonomous Body/ PSU etc. (Attach Proof)	Yes ☐ No ☐
25.	Whether Agency has been black listed by any of the Department/ Organization (Attach undertaking on the letter head of the Firm).	
26.	Firm must provide customer satisfaction letter from customers from Govt. Department / PSU / Autonomous Body, while submitting the technical bids.	

This is to certify that we have carefully read the contents at the tender document and fully understood all the terms and conditions therein and undertakes myself/ ourselves to abide by the same.

Place:

Date:

Signature of the Tenderer
Name of the Firm /Company

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CONSORTIUM FOR EDUCATIONAL COMMUNICATION
ARUNA ASAF ALI MARG,
NEW DELHI-110067

Annexure 'A'

TECHNICAL BID

Details of Tenderer:

1.	Name of Tenderer /Company Name	
2.	Registration Number	
3.	Registration Address	
4.	Name of Partners/ Directors	
5.	Bidder Type (Indian /Foreign)	
6.	City	
7.	State	
8.	Postal Code	
9.	Company's Establishment Year	
10.	Company's Nature of Business	
11.	Company Category (Micro unit as per MSME/ Small Unit as per MSME/Medium Unit as per MSME/ Ancillary Unit/ Project affected person at this Company /SSI/Other	
12.	Contact Details(Enter Company Contact Person Details)	
13.	Contact Name	
14.	Date of Birth(DD/MM/YY)	
15.	Correspondence Email(Correspondence Email ID can be same as your login ID if available on CPP Portal. All the mail correspondence will be sent only to the correspondence email ID).	
16.	Company Legal Status (Limited /Undertaking/ Joint Venture/ Partnership/Other).	
17.	Designation	
18.	Phone	
19.	Mobile	
20.	Registration Details	
	a) PAN No. / Tan No. (Attach Proof)	
	b) Service Tax Registration No.	
	c) Sale Tax Registration No.	
21.	Details OF Earned Money Deposit	
	a) Amount Rupees	
	b) DD No. and Date	
	c) Drawn on Bank	
	d) Valid up to	
22.	Total Turnover Of three preceding years	

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	CHECKLIST	COMPLIANCE
a.	The Earnest money &Value.	
b.	CEC Tender Number.	
c.	Quoted by Manufacture/ Representative.	
d.	Whether the Firm has been Blacklisted by any Govt. Deptt.?	
e.	Annual Turnover during last 3 years Minimum of the OEM - 2Crore .	
f.	Valid Authorization letter from the OEM with reference to the specific CEC tender number.	
g.	Quotation of each tendered item submitted separately and in separate covers	
h.	Two bid system, Technical and Commercial bids for each item in separate and sealed covers.	
i.	Tender validity for Six months from the date of opening of the tender.	
j.	Undertaking that the Tenderer will provide after sale service, service & Operation Manual (Hard & Soft Copy) extension boards and spare parts for the equipment in India for a minimum period of five years.	
k.	Compliance Statement.	
l.	Detailed technical literature, Specifications, relevant Diagrams.	
m.	Submit list of similar supplies or projects undertaken.	

Annexure- 'B'

Financial Bid
For
Large Capacity Storage Device

S. No.	Description of the Items	Quantity	Amount
1.		02	
	VAT (if applicable)		
	Service Taxes (if applicable)		
	Any other taxes (if applicable)		
	Total Cost		

Date:
Place:

Signature of Authorized Person
Full Name:
Company's Seal:

DECLARATION

1. I, ... Son / Daughter of Shri ..... Proprietor / Partner / Director / Authorised Signatory of ..... is / am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information / documents furnished in the above application alongwith technical bid (technical specification / Bill of Material) are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(33)

4. I declare that my company / firm / agency is OEM authorized service Agency. {Authorized channel service agency must enclosed valid authorization certificate from OEM for back end arrangement of SITC for supply of equipment}.

Signature of Authorized Person

Date:

Full Name :

Place:

Company's Seal :

Note : The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.