



## Tender For

# Upgradation of Windows Servers for Security System installed at CONCOR's Central Site at ICD/Tughlakabad, New Delhi



Tender No. CON/IT/1192/10/01

**CONTAINER CORPORATION OF INDIA LTD.**  
(A GOVT. OF INDIA UNDERTAKING)

**Regd. Office**  
**C-3, Mathura Road,**  
**Opposite Indraprastha Apollo Hospital,**  
**New Delhi –110 076**

Tel.: 011-41673093, 94, 95, 96 Fax No.: 41673112



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## Tender Notice

1. Sealed tenders in two bid system are invited for Bids for Upgradation of Windows Servers for Security System installed at CONCOR's Central Site at Tughlakabad, New Delhi

Tender document can be purchased from the office of Executive Director (MIS), Container Corporation of India Ltd., C-3, Mathura Road, Opp. Apollo Hospital, New Delhi –110076. CONCOR shall not be responsible for any postal delay. Complete tender papers duly accompanied with requisite EMD shall be received in the office of Executive Director (MIS), as per date and time mentioned below and shall be opened in presence of the bidders or their authorized representatives.

Tender No.	CON/IT/1192/10/01
Name of Work	Upgradation of Windows Servers for Security System installed at CONCOR's Central Site at Tughlakabad, New Delhi.
Estimated Cost	Rs. 20.41 Lacs
Completion Period	60 Days
Earnest Money Deposit	Rs. 40,820.00 (Rupees Forty thousand eight hundred twenty Only)
Cost of Document	Rs. 2,500.00 (If by post Rs. 2,700.00) By demand draft only in favour of "Container Corporation of India Ltd." Payable at New Delhi.
Date of Sale	Between 26/08/2010 to 16/09/2010 1100 Hrs. to 1600 Hrs. (Except Saturdays, Sundays and Holidays).
Date & Time of submission of tender	17/09/2010 at 1100 Hrs.
Date & Time of opening of tender	17/09/2010 at 1130 Hrs.
Minimum annual turnover	The average annual turnover of the bidder during the last three financial years should not be less than Rs. 81.64 Lacs (Rs. Eighty One Lakh Sixty Four Thousand only). The information shall be supported by the copy of Chartered Accountant's certificate.
Experience with respect to similar nature works	The minimum amount of single work of the similar nature should be amounting to Rs. 13.60 Lacs or works of similar nature amounting to Rs. 20.41 Lacs during previous 36 months prior to the date of tender opening. Proof of completion of such projects is to be submitted by the bidder.
Support	The bidder should be a total solution provider and should have either direct tie-up with principals for supply and providing necessary support. The bidder should submit authorization certificate from the principals authorizing them to bid for this tender/ requirement for CONCOR along with the technical bid. The bidder should have support office in Delhi/NCR to provide necessary support.



3. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof.

This tender notice is also available on the web site [www.concorindia.com](http://www.concorindia.com). The bid document can also be downloaded from the website. However, the intending bidders should submit the document sale price of Rs. 2,500.00 by way of Demand Draft in favour of "Container Corporation of India Ltd." payable at New Delhi at the time of submission of bid.

Executive Director (MIS)

Tender Letter

To,

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**Name of work:** Upgradation of Windows Servers for Security System installed at CONCOR's Central Site at Tughlakabad, New Delhi.

Dear Sir,

1. Enclosed please find a set of complete tender document comprising of the following for the work mentioned above.

Section I	: Letter to Bidders
Section II	: Invitation of Bids for Upgradation of Windows Servers for Security System installed at CONCOR's Central Site at Tughlakabad, New Delhi.
Section III	: Instructions to Bidders
Section IV	: General Conditions of Contract
Section V	: Special Conditions of Contract
Section VI	: Scope of work, Technical Specifications and Compliance
Section VII	: Bid Form and Price Schedules
Section VIII	: Contract Form
Section IX	: Performance Security Form
Section X	: Format of Solvency Certificate

Your offer in sealed cover is invited as per date, time and other instructions indicated below. You are requested to pursue the instructions contained in the above documents and submit your tender on the due date and time as mentioned in the tender notice duly signed on each page along with requisite credentials.

**2. Tender/Bid**

This envelope will be clearly superscribed with Name of Work, Tender No. CON/IT/1192/10/01 and shall contain the following:

- i) Attested copies of Affidavit for sole proprietorship/ partnership deed/ memorandum and Article of Association along with details pertaining to place of registration, principal place of business of the firm, etc.



- ii) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
- iii) Earnest Money of Rs. 40,820.00 (Rs. Forty Thousand Eight Hundred Twenty Only) in proper format as mentioned in para 3 of Section III.
- iv) Document in support of financial stability e.g. Balance sheets with profit and loss account for the last three years, present capital (authorized and issued and paid up), financial arrangement proposed viz. own resources/ bank credit etc., current assets, current liabilities, working capital and net worth, banker certificate regarding solvency, etc. (Note: Give full details for each).
- v) The tenderer should submit a latest valid solvency certificate from a Nationalized/ Scheduled bank as per the format enclosed at Section - X.
- vi) Any other information which the contractor may like to submit in support of his capabilities, etc.
- vii) General conditions of contract duly read and signed on all pages.
- viii) Special conditions of contract duly read and signed on all pages.
- ix) Instructions to tenderers read and signed on all pages.
- x) Letter of submission of tender.
- xi) Technical specification read and signed on all pages.

### **3. Financial Bid**

The financial bid with rates and amounts duly filled in words and figures. Total cost of bids should also be indicated in words and figures duly signed.

### **4. General**

- 4.1 All bids must be delivered to the office of the Executive Director (MIS), Container Corporation of India Ltd. at C-3, Mathura Road, Opp. Apollo Hospital, New Delhi –110 076.
- 4.2 The Tender no. CON/IT/1192/10/01 given above and subject must appear on all correspondence and documents.
- 4.3 The tender shall be on sale from 26/08/2010 to 16/09/2010 on all working days between 1100 hrs. and 1600 hrs.
- 4.4 All bids in sealed cover must be delivered to the office of the Executive Director (MIS) Container Corporation of India Ltd, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi –110 076 not later than 1100 hrs. on 17/09/2010. Bids must be deposited in the nominated Tender Box.
- 4.5 The purchaser will open the technical bids in the presence of the bidders' representatives who choose to attend, on 17/09/2010 at 1130 Hrs. at Container Corporation of India Ltd., C-3, Mathura Road, Opp. Apollo Hospital, New Delhi –110 076.



- 4.6 Period of completion of the entire work is 60 Days from the date of issue of Purchase Order.
- 4.7 Bidders are requested to peruse the "Instructions to Bidders" and all other terms in the tender document and submit their proposal duly sealed.
- 4.8 Container Corporation of India Ltd. reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reasons.
- 4.9 The offer should be submitted in a sealed cover containing two separate sealed envelopes viz. Technical bid and financial bid. The sealed envelop containing the Technical Bid should clearly mention "Technical Bid" and the envelope containing the financial bid should clearly mention " financial Bid". The technical bid will be opened at 1130 hrs. on the same day in the presence of the bidders' representatives who choose to attend.
- 4.10 All bids must be accompanied by a EMD for the amount of Rs. 40,820.00 (Rs. Forty Thousand Eight Hundred Twenty Only) in the form of a DD/ Pay Order issued by Nationalized Bank/ Schedule Bank in favour of 'Container Corporation of India Ltd.' payable at New Delhi.
- 4.11 Bidders are requested to peruse the minimum qualifying criteria to be fulfilled by bidders for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in "Annexure –A"

**Note :**

1. Fax /Telex and incomplete offers will be rejected. The Container Corporation of India Ltd. reserves the right to accept or reject any or all bids received at their absolute discretion without assigning any reasons whatsoever.
2. It is brought to the notice of bidders that their tender will not be considered if they fail to fulfil the minimum eligibility criteria.

Yours sincerely,

(Anurag Mathur)  
Executive Director (MIS)



## Annexure –A

The bidder may fulfill the following minimum qualifying criteria:

1. The average annual turnover of the bidder during the last three financial years should not be less than Rs. 81.64 Lac (Rs. Eighty One Lac Sixty Four Thousand only). The information shall be supported by the copy of Chartered Accountant's certificate.
2. The minimum amount of single work of the similar nature should be amounting to Rs.13.60 Lac or works of similar nature amounting to Rs. 20.41 Lac during previous 36 months prior to the date of tender opening. Proof of completion of such projects is to be submitted by the bidder.
3. The bidder should be a total solution provider and should have either direct tie-up with principals for supply and providing necessary support. The bidder should submit authorization certificate from the principals authorizing them to bid for this tender/ requirement for CONCOR along with the technical bid. The bidder should have support office in Delhi/NCR to provide necessary support.
4. EMD of Rs. 40,820.00 (Rs. Forty Thousand Eight Hundred Twenty Only) in the form of Demand Draft/ Pay Order drawn from Nationalized Bank/ Scheduled Bank in favour of "Container Corporation of India Ltd." payable at New Delhi.
5. Tenderers may please note that only fulfilling the minimum eligibility criteria does not qualify them for opening of their financial bid. However, in case if tenderers who do not fulfil the above requirement, their tenders are liable for rejection.

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INVITATION FOR BID

Tender No. CON/IT/1192/10/01

Title : **Upgradation of Windows Servers for Security System installed at CONCOR's Central Site at Tughlakabad, New Delhi.**

1. **Container Corporation of India Limited invites sealed bids for the Upgradation of Windows Servers for Security System at CONCOR's Central Site at Tughlakabad, New Delhi with Technical Specifications as given in Section –VI.**

2. **Details of Bid :**

- a) Bid Reference : CON/IT/1192/10/01
- b) Last Date and Time of receipt of bid : **17/09/2010 at 1100 Hrs.**
- c) Date and Time for opening of the bid : **17/09/2010 at 1130 Hrs.**
- d) Place of opening of bid : Container Corporation of India Ltd  
C-3, Mathura Road, Opp. Apollo Hospital,  
New Delhi –110 076
- e) Address for Communication : **Executive Director (MIS)**  
Container Corporation of India Ltd  
C-3, Mathura Road, Opp. Apollo Hospital,  
New Delhi –110 076

3. **Bidding Procedure**

All bids must be delivered to the office of the Executive Director (MIS), Container Corporation of India Ltd. at C-3, Mathura Road, Opp. Apollo Hospital, New Delhi –110 076.

- a) Not later than 1100 hrs. on 17/09/2010 in a sealed envelope. The bid will be opened at 1130 hrs. on the same day in the presence of the bidders' representatives who choose to attend.
- b) All bids must be accompanied by a EMD for the amount of Rs. 40,820.00 (Rs. Forty Thousand Eight Hundred Twenty Only) in the form of a Demand Draft/Pay Order issued by Nationalized Bank/Scheduled Bank in favour of 'Container Corporation of India Ltd.' payable at New Delhi.
- c) Bids not accompanied by EMD will be rejected.
- d) No interest shall be paid on EMD.
- e) Bidders should quote for all the items given in the technical specifications at Section VI of the tender. In case of incomplete bid or deviation from the specifications the offer is liable to be rejected.



Note : Fax /Telex and incomplete offers will be rejected. The Container Corporation of India Ltd. reserves the right to accept or reject any or all bids received at their absolute discretion without assigning any reasons whatsoever.

**4. Documents to be submitted along with Technical Bid:**

- i) Details of the tie ups with respective Hardware/Software OEMs as mentioned in prequalification criteria (Annexure-A, Section-I).
- ii) Details of Support office in Delhi/NCR.
- iii) Attested copies of Affidavit for sole proprietorship/ partnership deed/ memorandum and Article of Association along with details pertaining to place of registration, principal place of business of the firm, etc.
- iv) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
- v) Earnest Money of Rs. 40,820.00 (Rs. Forty Thousand Eight Hundred Twenty Only) in proper form as mentioned in para 3 of Section III.
- vi) Document in support of financial stability e.g. Balance sheets with profit and loss account for the last three years, present capital (authorized and issued and paid up), financial arrangement proposed viz. own resources/ bank credit etc., current assets, current liabilities, working capital and net worth, banker certificate regarding solvency, etc. (Note: Give full details for each).
- vii) Latest valid solvency certificate from a Nationalized/ Scheduled bank as per the format enclosed at Section - X.
- viii) Any other information which the contractor may like to submit in support of his capabilities, etc.
- ix) General conditions of contract duly read and signed on all pages.
- x) Special conditions of contract duly read and signed on all pages.
- xi) Instructions to tenderers read and signed on all pages.
- xii) Letter of submission of tender.
- xiii) Technical specification read and signed on all pages.

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**INSTRUCTIONS TO BIDDERS**

**1. Content of Bidding Documents :**

- 1.1. The bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- a) Instruction to bidders
  - b) General Conditions of Contract
  - c) Special Conditions of Contract
  - d) Technical Specifications and Compliance
  - e) Bid form and price schedules
  - f) Contract Form
  - g) Performance security form
  - h) Solvency certificate form

**2. Technical Bid / Financial Bid:**

- a) Bidders desirous to submit their bids document downloaded through have to give an undertaking that the contents of the bidding documents have not been altered or modified and no page is missing. In case of any discrepancies between the downloaded version and the original version of the bid document on sale or put on website, the later shall prevail.
- b) Bidder has to submit point by point compliance to the technical and commercial compliance and it should be included in the Technical Bid. Any deviations from the specifications should be clearly brought out in the bid.
- c) Bidder shall quote for the entire package on a single responsibility basis for the goods and services it proposes to supply under the Contract.
- d) The price schedule should include :  
The price of goods & services at site should be inclusive of all duties and sales and other taxes.
- e) The offer should be submitted in sealed cover containing two separate sealed envelopes viz. Technical bid and Financial bid. The sealed envelop containing the Technical Bid should clearly mention "Technical Bid" and the envelop containing the Financial bid should clearly mention "Financial bid". The technical bid will be opened at 1130 hrs. on the same day in the presence of the bidder's representatives who choose to attend.
- f) Deviations from the specifications should be clearly brought out in the Bid.
- g) No taxes will be paid separately. Modification in duties/tax rates will not be considered at any stage.

**3. EMD**

- I. The Bidder shall furnish as part of its bid, EMD to the amount of Rs. 40,820.00 (Rs. Forty Thousand Eight Hundred Twenty Only) in the form of a Demand Draft/Pay order



issued by a nationalized bank / scheduled bank in favour of 'Container Corporation of India Limited' payable at New Delhi.

- II. Unsuccessful bidder's EMD will be discharged / returned after the finalization of tender without any interest.
- III. The successful bidder's EMD will be discharged upon the bidder's signing the Contract and furnishing the performance security.
- IV. The EMD may be forfeited :
  - a) If a Bidder withdraws his bid during the period of bid validity specified by the bidder.
  - b) In case of a successful bidder, if the bidder fails to sign the Contract or to furnish performance security.
- V. Bids not accompanied by EMD will be rejected.
- VI. No interest shall be paid on EMD.

#### 4. **Period of validity of bid:**

The bid shall remain valid for 120 days from the date of bid opening. The validity may be extended if the tender is not finalized within the validity period.

#### 5. **Submission of Bids:**

- a) All offers shall be made available as specified in the technical specifications and should be signed by the authorized signatory of the firm on all the pages of the Tender Document. **A certified copy of Power of Attorney for signing the bid shall accompany the bid document.**
- b) All prices and other information in this regard having a bearing on the price shall be written both in **figures and words** in the prescribed offer form.
- c) The bid should be submitted in the prescribed bid form given in Section VI & VII of this document. All columns of the form should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature must be enclosed with the bid.
- d) Bids submitted after the specified time of opening will be considered as late bids and will be rejected.
- e) No bid may be modified subsequent to the deadline for submission.
- f) Bidders shall furnish clause by clause commentary on all clauses of Bid Document including Technical Specifications.

#### 6. **Last date for receipt of bids:**

All bids in sealed cover must be delivered to the office of the Executive Director (MIS) Container Corporation of India Ltd, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi -110 076 on the 17/09/2010 mentioned in the Section-II. Bids must be deposited in the nominated Tender Box.

## 7. Opening of Bids:

- a) The purchaser will open the technical bids in the presence of the bidders' representatives who choose to attend, on 17/09/2010 at 1130 Hrs. at Container Corporation of India Ltd., C-3, Mathura Road, Opp. Apollo Hospital, New Delhi –110 076.
- b) The bidders' representatives who will be present shall sign in register evidencing their attendance. Only one representative shall be allowed to attend. In the event of the specific bid the submission & opening date being declared a holiday for the purchaser, the bid shall be submitted & opened at the same time and location on the next working day.
- c) The bidders' names, bid withdrawals, presence of EMD, discount and such other details as the Purchaser at its discretion may consider appropriate will be announced at the bid opening.
- d) The financial bids of technically qualified bidders will be opened on a date and time to be notified to such technically qualified bidders.

## 8. Clarification of Bids:

To assist the examination, evaluation and comparison of bids the Purchaser may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

## 9. Evaluation of Bids:

- a) The Purchaser will examine the bids to determine whether :
  - i) The technical bid of the bidder will be evaluated and the financial bid of the technically qualified bidder will be opened on a date to be notified to such qualified bidders.
  - ii) They are complete.
  - iii) They are free from computational errors.
  - iv) Required sureties have been furnished.
  - v) The documents have been properly signed.
  - vi) Clause-by-clause commentary has been submitted.
- b) Arithmetic errors will be rectified on the following basis :

The tenderer should quote in figures as well as in words, the rates and amount tendered by them. The total amount for each item should be worked out and given against each item. In case of discrepancy in rates and amount, the rates will prevail and in case of discrepancy in rates in figures and words, the rates in words will prevail. Tenders may note that non compliance of above may lead to rejection of their tender.

Where percentage rate is asked for, tenderer should write percentage in figures as well as in words and when there is ambiguity between words and figures, words will prevail. Tenders may note that non compliance of above may lead to rejection of their tender.

- c) Purchaser may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

- d) The comparison shall be of prices inclusive of taxes and duties. The rates of Post warranty AMC (both including all the taxes and duties) for 4 Years and buyback cost will be considered for the purpose of evaluation. The offers without AMC (for 4 years) and Buyback will be considered as incomplete and liable to be rejected.
- e) The Purchaser at its discretion can ask the service providers for the demonstration of all or some components/features and the same would have to be arranged by the bidder within seven days of such notification at no extra cost.
- f) In case of incomplete bid or deviation from the specifications the offer is liable to be rejected.

**10. Purchaser's right to vary the quantity:**

Purchaser reserves the right to vary the quantity within validity of the Contract without any change in price or other terms and conditions with commensurate increase or decrease in delivery period. The purchaser reserves the right to drop any item at its own discretion.

**11. Purchaser's right to accept or reject any or all bids:**

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

**12. Signing of Contract:**

Within 15 days of receipt of Purchase Order, the successful bidder shall send its representative to CONCOR office to sign the contract form provided in the bidding document, incorporating all agreements between the parties and the vendor should have submitted the performance bank guarantee prior to that.

**13. Performance Security**

- a) Within 10 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security for an amount of 15% of contract value (i.e. for value covered under A (I) of the Price bid format excluding buyback cost and recurring cost), valid for 18 months from the date of signing of contract form in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents.
- b) Failure of the successful Bidder to comply with the requirement as above shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

**14. Clause-by-clause Commentary:**

Bidder is required to submit clause-by-clause commentary of all the clauses of the bid document. Deviations / disagreement, if any, shall be brought out clearly.

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## General Conditions of Contract

### 1. Definitions :

In this Contract the following terms shall be interpreted as indicated :

- a) "The Contract" means the agreement between the Purchaser and the Supplier to supply, install and commission the goods and or services. It consists of the following documents:
  - i) Agreement.
  - ii) Letter of Acceptance/ Notification of Award.
  - iii) Supplier's Bid.
  - iv) Contract Data.
  - v) Conditions of Contract including Special Conditions of Contract.
  - vi) Specifications and Drawings.
  - vii) Bill of Quantity.
  - viii) Any other document listed in the Contract Data as forming part of the Contract.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
- c) "The Purchaser" means the Organization or its authorized representative, getting the supply and installation of equipment done and in this case Container Corporation of India Ltd. (CONCOR) is a purchaser.
- d) "The Supplier"/ "The Service Provider" means the individual or firm/ company undertaking for Providing the Services to and/or Supply, Commissioning and Install for CONCOR under this Contract.

### 2. Application :

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of this bid document.

### 3. Standards :

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned; to the authoritative standard appropriate to such standards shall be the latest issued by the concerned institution.

### 4. Performance Security :

- 4.1 After the receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser within scheduled period specified in the Special Conditions of Contract.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligation under the Contract.
- 4.3 The Performance Security shall be in one of the following forms :

संविदा की सामान्य शर्तें

1. परिभाषाएं

इस संविदा में निम्नलिखित शब्दों का अर्थ इस प्रकार होगा :

- क) संविदा का अर्थ है सामान और/अथवा सेवाओं की सप्लाई, अधिष्ठापन और उन्हें चालू करने के लिए क्रेता और पूर्तिकर्ता के बीच समझौता। निम्नलिखित दस्तावेज शामिल हैं।
- करार
  - स्वीकृति पत्र/अधिनिर्णय की अधिसूचना
  - पूर्तिकर्ता की बोली
  - संविदा संबंधी डाटा
  - संविदा की विशेष शर्तों सहित संविदा की शर्तें
  - विनिर्देश और आरेख
  - मात्रा संबंधी बिल
  - संविदा के भाग रूप में संविदा संबंधी डाटा में सूचीबद्ध कोई अन्य दस्तावेज
- ख) “संविदा मूल्य” का अर्थ है पूर्तिकर्ता को इसके संविदागत दायित्वों के पूर्ण और उचित निष्पादन के लिए संविदा के तहत देय मूल्य।
- ग) “क्रेता” का अर्थ है संगठन अथवा इसका प्रधिकृत प्रतिनिधि जो उपस्कर की सप्लाई और उसको अधिष्ठापन संबंधी सेवाएं प्राप्त करता है। इसमें कंटेनर कॉरपोरेशन आफ इंडिया लिमिटेड (कॉनकॉर) क्रेता है।
- घ) “पूर्तिकर्ता”/ “सेवा प्रदान करने वाला” का अर्थ है वह व्यक्ति अथवा फर्म/कम्पनी/उपक्रम, जो इस संविदा के तहत कॉनकॉर के लिए सेवाएं प्रदान करती है और/अथवा उपस्करों की सप्लाई, उन्हें चालू और अधिष्ठापित करती है।

2. लागू होना

ये सामान्य शर्तें उसी सीमा तक लागू होंगी जिस सीमा तक इस बोली दस्तावेज के किसी अन्य भाग में उल्लिखित उपबंधों को अधिक्रमित न करें।

3. मानक

इस संविदा के तहत सप्लाई किया गया माल तकनीकी विनिर्देशों में उल्लिखित मानकों के अनुरूप होगा और यदि किसी लागू मानक का उल्लेख नहीं किया गया है तो संबंधित संस्थान द्वारा ऐसे मानक के समीचीन प्रधिकृत मानक जारी किया जाएगा।

4. निष्पादन प्रतिभूति

- संविदा के अधिनिर्णय की अधिसूचना मिलने के बाद पूर्तिकर्ता संविदा की विशेष शर्तों में विनिर्दिष्ट अवधि के अंदर क्रेता को निष्पादन प्रतिभूति देगा।
- पूर्तिकर्ता द्वारा संविदा के तहत अपने दायित्वों को पूरा न करने के परिणाम स्वरूप क्रेता को होने वाली हानि की क्षतिपूर्ति के लिए निष्पादन प्रतिपूर्ति क्रेता को देय होगी।
- निष्पादन प्रतिपूर्ति निम्नलिखित में से किसी एक रूप में होगी।

- a) A Bank Guarantee issued by a nationalized/ scheduled bank located in India, and in the form provided in the Bidding Documents or another form acceptable to the Purchaser; or
  - b) A nationalized/ scheduled bank's Pay Order or Demand Draft in favour of 'Container Corporation of India Ltd.' payable at New Delhi.
- 4.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Suppliers' performance obligations, including any warranty obligations, under the Contract.
- 4.5 The performance security shall be valid for a specified period as per the tender terms and conditions.

## **5. Inspections and Tests :**

- 5.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 5.2 All the equipment and components to be installed may be tested/ inspected and certified by CONCOR's authorized representatives before fitment. The inspection and test may be conducted on the premises of the Supplier or at the point of delivery. On complete supply each equipment shall be inspected by the authorized representative of CONCOR. Inspector's certificate shall be furnished to CONCOR.
- 5.3 A certificate of acceptance of supply and commissioning from the purchaser's representative shall also be presented along with the bill.
- 5.4 The inspection as per Para 5.2 shall be arranged and borne by the Supplier at no cost to the Purchaser.
- 5.5 If any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 5.6 The Purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the good's dispatch ex-factory/ warehouse.

## **6. Warranty :**

- 6.1 The Supplier warrants that the items supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Supplier further warrants that the goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied goods in conditions obtaining where the goods are meant to operate/perform.

भारत में स्थित किसी राष्ट्रीयकृत/अनुसूचित बैंक द्वारा जारी और बोली दस्तावेज में दिए गए रूप (फार्म) में अथवा क्रेता को स्वीकार्य किसी अन्य रूप (फार्म) में बैंक गारंटी।

(ख) राष्ट्रीयकृत/अनुसूचित बैंक का "कंटेनर कॉरपोरेशन आफ इण्डिया लिमिटेड" के नाम भुगतान आदेश या डिमांड ड्राफ्ट।

- 4.4) पूर्तिकर्ता द्वारा निष्पादन दायित्वों और संविदा के तहत वारंटी दायित्वों, यदि कोई हो, को पूरा करने की तारीख के बाद अधिकतम 30 दिन के अंदर क्रेता द्वारा निष्पादन पूर्तिकर्ता की राशि पूर्तिकर्ता को लौटा दी जाएगी।
- 4.5) निष्पादन प्रतिपूर्ति निविदा की शर्तों के अनुसार विनिर्दिष्ट अवधि तक विधिमान्य होगी।
5. निरीक्षण और परीक्षण
- 5.1) क्रेता अथवा उसके प्रतिनिधि को माल का निरीक्षण और/अथवा परीक्षण करने का अधिकार होगा ताकि वह माल की संविदा के अनुरूप होने की पुष्टि कर सके। संविदा की विशेष शर्तों और/अथवा तकनीकी विनिर्देशों में यह उल्लेख होगा कि क्रेता किस तरह के निरीक्षण और परीक्षण कराना चाहता है और ये परीक्षण कहाँ किए जाएंगे। क्रेता इन प्रयोजनों के लिए रखे गए प्रतिनिधि की पहचान का लिखित विवरण पूर्तिकर्ता को देगा।
- 5.2) अधिष्ठापित किए जाने वाले सभी उपस्करों और हिस्से-पुरजों का परीक्षण/निरीक्षण किया जाएगा तथा उन्हें फिट करने से पहले कॉनकॉर (CONCOR) के प्राधिकृत प्रतिनिधि द्वारा प्रमाणित किया जाएगा। निरीक्षण और परीक्षण पूर्तिकर्ता के परिसर में किया जाएगा अथवा सुपुर्दगी स्थल पर किया जाएगा। पूरे सामान की सप्लाई होने पर कॉनकॉर के प्राधिकृत प्रतिनिधि द्वारा प्रत्येक उपस्कार का निरीक्षण किया जाएगा। निरीक्षण के बाद निरीक्षक का प्रमाणपत्र कॉनकॉर को प्रस्तुत किया जाएगा।
- 5.3) क्रेता के प्रतिनिधि की ओर से सामान की स्वीकृति और उपस्कर चालू करने संबंधी प्रमाणपत्र भी बिल के साथ प्रस्तुत किया जाएगा।
- 5.4) पैरा 5.2 के अनुसार निरीक्षण की व्यवस्था यदि कॉनकॉर के प्राधिकृत प्रतिनिधि द्वारा आवश्यक हो तो पूर्तिकर्ता द्वारा वहन की जाएगी और समस्त खर्च पूर्तिकर्ता द्वारा वहन किया जाएगा, क्रेता द्वारा नहीं।
- 5.5) यदि निरीक्षण अथवा परीक्षण किया गया सामान विनिर्देशों के अनुरूप नहीं है तो क्रेता उसे अस्वीकृत कर सकता है और पूर्तिकर्ता या तो अस्वीकृत सामान को बदलेगा या फिर विनिर्देश संबंधी अपेक्षाओं को पूरा करने के लिए सभी आवश्यक परिवर्तन निःशुल्क करेगा।
- 5.6) गंतव्य स्थान पर माल पहुंचने के बाद क्रेता माल का निरीक्षण, परीक्षण करने और यदि आवश्यक हो तो माल की अस्वीकृत करने के अधिकार को किसी भी रूप में सीमित नहीं किया जाएगा अथवा इस कारण से अधिव्यक्त (waiver) नहीं किया जाएगा कि फैक्टरी में/गोदाम में माल के प्रेषण से पहले क्रेता या उसके प्रतिनिधि द्वारा माल का पहले ही निरीक्षण, परीक्षण कर लिया गया है और उसे पास कर दिया गया है।
6. वारंटी
- 6.1) जब तक कि संविदा में अन्यथा उपबोधित न हो पूर्तिकर्ता यह वारंटी देगा कि इस संविदा के अधीन सप्लाई की गई मर्दे नई, अप्रयुक्त, नये मॉडल की हैं और डिजाइन तथा सामग्री में सभी नवीनतम सुधार किए गए हैं। पूर्तिकर्ता यह भी वारंटी देता है कि उस संविदा के तहत सप्लाई किए गए माल में उन स्थितियों में सामान्य प्रयोग करने से जिनमें माल का प्रयोग किया जाना है, डिजाइन, सामग्री या कारीगरी या पूर्तिकर्ता की ओर से भूल-चूक के कारण कोई खामी नहीं होगी।

- 6.2 This warranty shall remain valid for 12 months after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned to the final destination indicated in the Contract, unless specified otherwise in the Special Conditions of Contract.
- 6.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 6.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective goods or part thereof, without cost to the Purchaser.
- 6.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Suppliers' risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **7. Payments :**

- 7.1 The method and condition of payment to be made to the Supplier under the Contract is specified in the special conditions of the Contract.
- 7.2 Suppliers' request for payment shall be made to the Purchaser in writing accompanied by relevant documentation.
- 7.3 Payment shall be made by the Purchaser after submission of the invoice/claim by the Supplier provided that all requisite documents as required under the Contract are submitted.

## **8. Prices :**

Price charged by the Supplier for any goods and services under the Contract shall not vary from the prices quoted by the Supplier in its bid.

## **9. Change Orders :**

The Purchaser may at any time make changes within the general scope of Contract in the services to be provided by the Supplier.

If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule or both, and the Contract shall accordingly be amended. Any claim by the Supplier for adjustment under this Clause must be asserted within 30 days from the date of the Supplier's receipt of the Purchaser's changed order.

## **10. Delay in Suppliers' performance :**

- 10.1 The delivery, installation and commissioning of all equipment shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its schedule of requirements.
- 10.2 Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for the following :

- 6.2) जब तक कि संविदा की विशेष शर्तों में अन्यथा उपबंधित न हो यह वारंटी संविदा में उल्लिखित गंतव्य स्थान पर, यथास्थिति, माल या उसके किसी भाग की सुपुर्दगी, अधिष्ठापन और उसे चालू करने के बाद 12 माह तक वैध रहेगी।
- 6.3) क्रेता इस वारंटी के तहत किसी भी दावे की तुरंत पूर्तिकर्ता को लिखित में सूचना देगा।
- 6.4) ऐसी सूचना प्राप्त होने पर, पूर्तिकर्ता खराब माल या उसके किसी भाग की शीघ्रातिशीघ्र मरम्मत करेगा या उसे बदलेगा और इसके लिए क्रेता कोई खर्च वहन नहीं करेगा।
- 6.5) यदि पूर्तिकर्ता सूचना मिलने के बाद उपयुक्त अवधि के अंदर त्रुटि में सुधार नहीं कर पाता है तो क्रेता पूर्तिकर्ता के जोखिम और खर्च पर और ऐसे किसी अन्य अधिकार पर प्रतिकूल प्रभाव डाले बिना, जो इस संविदा के तहत क्रेता का पूर्तिकर्ता के संबंध में है, ऐसी सुधारात्मक कार्रवाई कर सकता है।
7. भुगतान
- 7.1) संविदा के तहत पूर्तिकर्ता को किए जाने वाले भुगतान की विधि और शर्तें संविदा की विशेष शर्तों में विनिर्दिष्ट हैं।
- 7.2) पूर्तिकर्ता क्रेता को भुगतान करने का अनुरोध लिखित में करेगा और उसके साथ सभी संगत दस्तावेज लगाएगा।
- 7.3) पूर्तिकर्ता द्वारा बीजक/दावा प्रस्तुत करने के बाद क्रेता भुगतान करेगा बशर्ते कि संविदा के तहत यथापेक्षित सभी संगत दस्तावेज प्रस्तुत किए गए हों।
8. मूल्य
- संविदा के तहत माल और सेवाओं के लिए पूर्तिकर्ता द्वारा वसूल किया गया मूल्य पूर्तिकर्ता द्वारा बोली में उद्घृत मूल्य से भिन्न नहीं होगा।
9. आर्डर में परिवर्तन
- क्रेता संविदा के सामान्य कार्य क्षेत्र के भीतर पूर्तिकर्ता द्वारा प्रदान की जाने वाली सेवाओं में किसी भी समय परिवर्तन कर सकता है।
- यदि इस तरह के परिवर्तन से लागत बढ़ जाती है या कम हो जाती है या संविदा के तहत कार्य के किसी भाग के निष्पादन में पूर्तिकर्ता की ओर से लगने वाले समय में परिवर्तन होता है, भले ही उसमें आदेश द्वारा परिवर्तन किया गया है अथवा नहीं तो संविदा के मूल्य अथवा सुपुर्दगी अनुसूची, अथवा दोनों, में उचित समायोजन किया जाएगा और तदनुसार संविदा में संशोधन किया जाएगा। इस खंड के तहत समायोजन के लिए पूर्तिकर्ता द्वारा कोई भी दावा पूर्तिकर्ता को क्रेता का परिवर्तन संबंधी आदेश प्राप्त होने की तारीख से 30 दिन के अंदर किया जाना चाहिए।
10. पूर्तिकर्ता की ओर से निष्पादन में विलंब ः
- 10.1) सभी उपस्कारों की सुपुर्दगी, अधिष्ठापन और उन्हें चालू करने का काम क्रेता की अपनी अपेक्षा – अनुसूची में विनिर्दिष्ट समय – सारणी के अनुसार किया जाएगा।
- 10.2) पूर्तिकर्ता द्वारा अपने सुपुर्दगी संबंधी दायित्वों के निष्पादन में विलंब करने से पूर्तिकर्ता निम्नलिखित कार्रवाई करने के लिए उत्तरदायी होगा ः



Forfeiture of its performance security, imposition of liquidated damages and termination of the Contract for default including purchase of undelivered goods from alternative sources at the risk and cost of the supplier in accordance with clause 12.2.

#### **11. Liquidated Damages :**

If the Supplier fails to commission and integrate any or all of the equipment and the related services within the time period specified in the Contract, the Purchaser shall without prejudice to its other remedies available under the Contract, deduct from the Contract price as liquidated damages, a sum equivalent to 0.5% (one half of one percent) of the price of the delayed goods or unperformed services for each week or part thereof, of delay until actual delivery or performance, upto a maximum deduction of 10% of Contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

#### **12. Termination by default :**

12.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to Supplier, terminate the Contract in whole or part :

a) If the Suppliers fails to deliver, install and provide the required services within the time period specified in the Contract or any extension thereof granted by the Purchaser.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

12.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered for any excess costs for such similar goods at the risk and cost of Supplier. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

#### **13. Force Majeure :**

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, or acts of God, the supplier shall, within a week from the commencement thereof, notify the same in writing to the purchaser with reasonable evidence thereof. If the Force Majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the purchaser shall have the option to terminate the contract on expiry of commencement of such Force Majeure by giving 14 days notice to the supplier in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination. However, any strike, lockout or disorder solely restricted to the employees of the supplier or his sub-supplier will not be covered as a Force Majeure Event.

#### **14. Termination for Convenience :**

14.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

उसकी निष्पादन प्रतिभूति जब्त करना, निर्णीत हर्जाना लगाना और खंड 12.2 के अनुसार पूर्तिकर्ता के जोखिम और खर्च पर वैकल्पिक स्रोतों से सुपुर्दगी न किए गए माल की खरीद सहित चूक होने पर संविदा का परिसमापन।

#### 11. निर्णीत हर्जाना

यदि पूर्तिकर्ता किसी अथवा सभी उपस्कारों को चालू करने और उन्हें स्वीकृत करने तथा संविदा में विनिर्दिष्ट समयावधि के अंदर संबद्ध सेवाएं प्रदान करने में असमर्थ होता है तो क्रेता, संविदा के तहत उपलब्ध अन्य उपायों पर प्रतिकूल प्रभाव डाले बिना, वास्तविक सुपुर्दगी या निष्पादन करने तक विलंब के प्रत्येक सप्ताह या उसके किसी भाग के लिए 0.5% के बराबर राशि (आधा प्रतिशत) निर्णीत हर्जाने के रूप में संविदा मूल्य में से काट लेगा किंतु यह कटौती संविदा मूल्य के अधिकतम 10% तक होगी। जब यह राशि अधिकतम तक पहुंच जाए तो क्रेता संविदा को परिसमाप्त करने पर विचार कर सकता है।

#### 12. चूक द्वारा परिसमापन

12.1) क्रेता, संविदा - भंग करने के लिए किसी अन्य उपाय पर प्रतिकूल प्रभाव डाले बिना पूर्तिकर्ता को लिखित में चूक का नोटिस देकर पूर्ण संविदा या उसके किसी भाग को परिसमाप्त कर सकता है।

(क) बशर्ते कि पूर्तिकर्ता संविदा की विनिर्दिष्ट समयावधि या क्रेता द्वारा बढ़ाई गई अवधि के अंदर सामान की सुपुर्दगी, अधिष्ठापन और अपेक्षित सेवाएँ प्रदान करने में असमर्थ हो।

(ख) पूर्तिकर्ता संविदा के तहत किसी अन्य दायित्व (दायित्वों) को पूरा करने में असमर्थ हो।

12.2) यदि क्रेता संविदा को पूर्णतः अथवा अंशतः परिसमाप्त करता है तो, क्रेता पूर्तिकर्ता के जोखिम और खर्च पर सुपुर्दगी न की गई मर्दों के समान मर्दों को अतिरिक्त खर्च करके, ऐसी शर्तों पर और ऐसी रीति से, जो वह उचित समझे, खरीद सकता है। तथापि पूर्तिकर्ता संविदा के उस भाग का निष्पादन जारी रखेगा, जिसे परिसमाप्त नहीं किया गया है।

#### 13. अपरिहार्य घटना

संविदा की अवधि के दौरान सामान की सप्लाई को प्रत्यक्षतः बाधित करने वाली किसी भी अप्रत्याशित घटना के घटित होने पर, जैसे युद्ध, युद्ध की स्थिति, सार्वजनिक शत्रु कार्य, सिविल अशांति, तोड़ - फोड़, आगजनी, बाढ़, विस्फोट, महामारी, करंतीन निर्बंधन, दैवकृत, पूर्तिकर्ता उसकी शरूआत से एक सप्ताह के अंदर क्रेता को उसके उचित प्रमाण सहित लिखित में सूचना देगा। यदि ऊपर उल्लिखित स्थिति (स्थितियाँ) 90 दिन या उससे अधिक अवधि तक बनी रहती है तो क्रेता को ऐसी अपरिहार्य घटना के प्रारंभ होने के बाद पूर्तिकर्ता को लिखित में 14 दिन का नोटिस देकर संविदा परिसमाप्त करने का विकल्प होगा। ऐसे परिसमापन के मामले में, एक पक्षकार दूसरे पक्षकार से हर्जाने का दावा नहीं करेगा किंतु ऐसे परिसमापन से पूर्व इस संविदा के किसी अन्य खंड के तहत परिसमापन की स्थिति में हर्जाना देना होगा। तथापि, केवल पूर्तिकर्ता अथवा उसके उप - पूर्तिकर्ता के कर्मचारियों की हड़ताल, तालाबंदी या अव्यवस्था को अपरिहार्य घटना के रूप में शामिल नहीं किया जाएगा।

#### 14. सुविधानुसार परिसमापन:

14.1) क्रेता अपनी सुविधानुसार किसी भी समय पूर्तिकर्ता को लिखित नोटिस भेजकर पूर्णतः अथवा अंशतः संविदा को परिसमाप्त कर सकता है। परिसमापन - नोटिस में यह विनिर्दिष्ट होगा कि परिसमापन क्रेता की सुविधानुसार किया गया है और संविदा के तहत किस सीमा तक कार्य - निष्पादन परिसमाप्त किया गया है और यह परिसमापन किस तारीख से लागू होगा।

14.2) पूर्तिकर्ता द्वारा परिसमापन नोटिस प्राप्त होने के 30 दिन के अंदर नौभरण के लिए तैयार माल को क्रेता संविदा की शर्तों और मूल्यों पर खरीद लेगा। शेष माल के लिए क्रेता यह चयन करेगा कि :

- 14.2 The goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:
- a) To have any portion completed and delivered at the Contract terms and prices; and/or
  - b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed goods and for materials and parts previously procured by the Supplier.

**15. Resolution of Disputes :**

- 15.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 15.2 In the event of failure to resolve a dispute the disputes shall be referred to the sole arbitration appointed by MD/CONCOR. There will be no objection if the sole arbitrator appointed by MD/CONCOR is an employee of CONCOR provided he has not previously dealt with the case.

**16. Applicable Law :**

The Contract shall be interpreted in accordance with the laws of the Union of India.

**17. Notices :**

- 17.1 Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by fax/ telex/ cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 17.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**18. Taxes and Duties :**

Supplier shall be entirely responsible for all taxes, duties, license fees etc., incurred until delivery of the Contracted goods to the Purchaser. No tax or duty will be payable by the Purchaser.

**19. Communication to be in writing :**

All notices, communication, references and complaints made by the purchaser and supplier inter-se concerning the works shall be in writing and no notices, communication, references or complaints not in writing shall be recognized.

**20. Quality of Work / Supplies :**

All the work / supplies carried out by the supplier shall be of the best quality and shall be to the entire satisfaction of the purchaser. For this purpose, the supplier shall adopt necessary quality assurance of product and services.

**21. Confidentiality of official documents**

The documents / drawings and information etc. which the supplier would come across in the normal course of the execution of this contract will not be divulged to any other party without the written permission of CONCOR.

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) संविदा की शर्तों और मूल्यों पर तैयार और सुपुर्दगी किए गए किसी भाग को ले लिया जाए, और अथवा

(ख) शेष माल के लिए संविदा रद्द कर दी जाए और आंशिक रूप से तैयार माल के लिए तथा पूर्तिकर्ता द्वारा पहले खरीदी गई सामग्री और पुरजों के लिए स्वीकृत राशि का पूर्तिकर्ता को भुगतान कर दिया जाए।

## 15. विवादों का समाधान

15.1) क्रेता और पूर्तिकर्ता संविदा के तहत अथवा संविदा के संबंध में उनके बीच किसी मतभेद अथवा विवाद को प्रत्यक्ष रूप से अनौपचारिक बातचीत करके शांतिपूर्णक सुलझाने का हर संभव प्रयास करेगा।

15.2) किसी विवाद को न निपटाए जाने की स्थिति में उसे प्रबंध निदेशक/कॉनकॉर द्वारा नियुक्त एकमात्र मध्यस्थ को भेजा जाएगा। यदि प्रबंध निदेशक/कॉनकॉर द्वारा नियुक्त एकमात्र मध्यस्थ कॉनकॉर का कर्मचारी है तो इसमें कोई आपत्ति नहीं होगी बशर्त कि उसने पहले मामले पर चर्चा न की हो।

## 16. लागू विधि

संविदा का अर्थ भारत – संघ की विधि के अनुसार होगा।

## 17. सूचना

17.1) संविदा के अनुसरण में एक पक्षकार द्वारा दूसरे पक्षकार को दी जाने वाली कोई भी सूचना लिखित में अथवा फैंक्स/टैलेक्स/केबल के जरिए भेजी जाएगी और संविदा की विशेष शर्तों में उस प्रयोजन के लिए विनिर्दिष्ट पते की लिखित में पुष्टि की जाएगी।

17.2) सूचना भेजने की तारीख से अथवा सूचना मिलने की तारीख से, इनमें से जो बाद में हो, सूचना लागू होगी।

## 18. कर और शुल्क

जब तक संविदागत माल क्रेता को सुपुर्द नहीं किया जाता तब तक पूर्तिकर्ता सभी तरह के कर, शुल्क, लाइसेंस फीस आदि के लिए पूरी तरह से जिम्मेदार होगा। क्रेता द्वारा कोई कर या शुल्क देय नहीं होगा।

## 19. लिखित में किया जाने वाला संप्रेषण :

क्रेता और पूर्तिकर्ता द्वारा कार्य के संबंध में परस्पर दी जाने वाली सभी सूचानाएं, पत्र, संदर्भ और शिकायतें लिखित में दी जाएगी और ऐसी किसी भी सूचना, पत्र, संदर्भ अथवा शिकायत पर ध्यान नहीं दिया जाएगा, जो लिखित में न दी गई हो।

## 20. कार्य/सप्लाई की गुणवत्ता

पूर्तिकर्ता द्वारा किए गए सभी कार्य और सप्लाई किया माल गुणवत्ता (क्वालिटी) का होगा और क्रेता की तसल्ली का होगा। इसके लिए पूर्तिकर्ता उत्पाद और सेवाओं की आवश्यक गुणवत्ता सुनिश्चित करने की प्रकिया अपनाएगा।

## 21. सरकारी दस्तावेजों की गोपनीयता

इस संविदा के निष्पादन की सामान्य प्रक्रिया के दौरान पूर्तिकर्ता संविदा संबंधी दस्तावेज/आरेख और सूचना आदि कॉनकॉर की लिखित अनुमति के बिना किसी दूसरे पक्षकार को प्रकट नहीं करेगा।

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## Special Conditions of Contract

### 1. General

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is conflict provisions herein shall prevail over those in the General Conditions of Contract.

### 2. Performance Security

Within 10 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 15% of the contract value (i.e. for value covered under A (I) of the Price bid format excluding buyback cost and recurring cost), valid for 18 months from the date of signing of contract. This may be extended in case there is a delay in the completion of the contract to cover the delayed period.

Failure of the successful Bidder to comply with the requirement as above shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

### 3. Inspection and Tests

The inspection procedures and tests required by the Purchaser are as per the technical specifications.

### 4. Warranty

The entire system would be under warranty for a minimum period of one year from the date of acceptance of the system by CONCOR after delivery, installation, migration and commissioning.

### 5. Payment terms

#### One Time Payment of Hardware/Software/ Licenses:

- a) No advance payment shall be made.
- b) 85% of the price schedule after successful delivery, installation, testing, commissioning and handing over of equipment at site and implementation approved by Purchaser's authorized representatives.
- c) Balance 15% shall be paid after one month of successful operation of the system after installation and commissioning.

#### Recurring Charges for AMC :

AMC (including support) Charges : to be paid in equal half yearly installments after rendering services and on submission of bill.

### 6. Measurements and Defective Work:

The quantities given in the tender are approximate. However, the payment shall be made on the basis of quantities executed at site duly accepted by nominated CONCOR official. The vendor will be responsible for all defective work and will rework defective work to the entire satisfaction of



the nominated CONCOR official at no extra cost to CONCOR and within the overall project schedule.

#### **7. Onsite Support and Response Time:**

The vendor should have support office in Delhi/NCR in order to provide round the clock telephonic and on-site support. The details of the support office including office address, Name and contact no. of the office incharge, details of the skilled engineers (name, contact phone/mobile nos. etc.) should be provided in the offer.

During the Warranty and AMC/ATS period, the vendor should provide round the clock support i.e. 24\*7 (including Saturday, Sunday and all Holidays) for the entire system including hardware in order to maintain the required uptime. All the calls will be communicated to your local office through telephone. A response time of a maximum of 2 hrs. is required (including 1 hrs to rectify the problem under all circumstances). It would be the responsibility of vendor to ensure the desired uptime to avoid any penalties.

During the warranty, AMC/ATS period, the vendor must provide all the patches and upgrades for the entire System at no additional cost to CONCOR. These upgrades and patches would be installed at CONCOR site as and when necessary.

It would be vendor's responsibility to maintain the necessary spares for the entire system at their Delhi/NCR office in order to meet the spares requirement on site on 24\*7\*365 basis (including Saturday, Sunday and all Holidays).

#### **8. Uptime :**

The vendor should ensure an uptime of minimum 99.9% for the entire system during warranty as well as AMC period failing which a penalty would be imposed as detailed in 'Penalty Clause' at serial no. 9 below.

#### **9. Penalty Clause**

The timings for the purpose for down time will be taken as round the clock on all the 365 days including all National holidays. The available time for the entire system would be 24 hours \* 365 days.

Following penalty would be imposed with respect to down time:

If the uptime as per Sno. 8 is less than 99.9%, penalty of Rs. 1000/- for every hour exceeding the downtime of 0.1% would be imposed.

#### **10. Delivery Period**

The system should be delivered, installed, tested and commissioned within 60 days from the date of the purchase order as per project schedule.

#### **11. Address for Delivery of the computer systems:**

The complete hardware, software, Licenses etc as mentioned in Price Schedule at Section-VII would be delivered and installed at the following address:

Dy. General Manager (MIS),  
Container Corporation of India Ltd.



Room nos. 7 & 8, Inland Container Depot.  
Tughlakabad, New Delhi –110 020. Ph: 011-26360476

## **12. AMC Charges (including support) :**

- a. The cost of post warranty Annual Maintenance (including support) of the system should be quoted. You must undertake to maintain the system and provide AMC for a minimum period of 4 years from the date of expiry of warranty at this rate.
- b. The support specification detail should clearly be mentioned in the offer.
- c. The maintenance contract would be separately drawn up at the time of awarding it.
- d. Post warranty AMC (including support) charges including all the taxes and duties for 4 years would be considered for evaluating the tender. The offers without post warranty AMC (including support) rates for 4 years will be considered as incomplete and will be rejected.

## **13. Deviations**

All technical configuration/ deviations from those required by CONCOR as mentioned above should be clearly marked in enclosed bid form in the technical compliance form. The technical bid should be complete and incomplete bid is liable to be rejected.

Any deviation in the other terms and conditions i.e. Delivery, Warranty, Payment Schedule should be given in the form 'Terms and conditions' of the bid form.

## **14. Sub Contracting**

The vendor shall provide direct support to CONCOR through his own offices and employees. For this purpose the bidder should submit complete details of his support offices e.g. address, phone no. and name of the engineer who should be necessarily be the employee of the bidder. No third party maintenance shall be allowed as the uptime is very critical to CONCOR and the direct expertise of bidder is required. No sub-contracting for support shall be allowed.

## **15. Buy back Price :**

Buy back cost would be considered for evaluating the tender. Bid without buy back option will be treated as incomplete and will be rejected. For quoting the buy back cost you may inspect the old items on any working day in case you desire.

## **16. Training**

The vendor should provide 2 days training on administration and operational activities for the items in Bill of Material to the MIS persons at Central Site, Tughlakabad.

## 17. Project Schedule

Date of Placement of Order: D

Sn	Activity	Schedule
1	Delivery of the complete hardware, software, networking equipment, Licenses etc as defined in price schedule at Section – VII of the tender document.	D+ 20 Days
2	Installation, Integration, implementation and Testing as per the scope of the work as defined at Section-VI, 2(B) of the tender document.	D+ 40 Days
3	Commissioning of the Servers.	D+ 60 Days

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## Technical Specifications, Scope of the work and Technical Compliance

### 1. INTRODUCTION

#### 1.1 The Status of the existing Windows Servers.

Five nos. of HP Netserver E200 PIII servers configured in cluster mode with 512 MB RAM, 2\* 9 GB Ultra SCSI HDD.

#### 1.2 Purpose and Need:

Container Corporation of India Limited intends to replace the existing windows servers used for the security system. The existing servers will be replaced with new servers as per the detail specification mentioned in technical compliance to upgrade the security system.

#### 1.3 The proposed configuration should be capable of providing a highly efficient platform.

#### 1.4 Services and Scope of Work:

Scope of this order includes supply, installation, migration, commissioning, integration and round the clock (24\*7) on site support of all the hardware, software and networking equipment (if any). The vendor should replace the existing servers and software with the new servers and software as per the requirement of CONCOR. All the security aspects should also be enabled properly as per the requirement of CONCOR. The detailed scope of work is defined at Section – VI, S.No.2(B).

#### 1.5 Specific inclusions in the bid:

1.5.1 **Make of the Equipment:** Only standard equipment of established make and high quality should be quoted. Networking components and devices quoted should preferably confirm to one or two standards makes. The make of each item should be quoted separately.

1.5.2 **Quality System Certification:** The manufacturers of all items are expected to have obtained ISO 9000 quality certification. Evidence of this should be submitted as part of the bid.

1.5.3 **Open Standards:** The hardware, system software and networking should conform to open and highly accepted industry standards. The proposed system should allow standard sub-systems from the best of independent sources to be integrated. Complete details including source and support agreement with the source of all such components are to be furnished by the bidder. The proposed system should have the provision for file transfer facility to the products of major computer manufacturers of the world.

1.5.4 **Performance Benchmarks:** Suitable performance benchmark results must be included for each major item. Full details of the benchmark results must be included, including Full Disclosure Report or equivalent from the certifying body.

1.5.5 **Road Map for Equipment to be specified:** It should be ensured that no component of the quoted system is likely to get obsolete in the near future. A clear road map of the major

components of the hardware, network devices and software must be specified. Expansion possibilities and field upgradability of each major item must be specified with cost implications, including upgradation of firmware.

- 1.5.6 **Spares and test equipment:** Relevant spares and test equipment must be specified in the bid and cost of each item should be specified. An indicative list of the spares planned to be stocked in the CONCOR complex during the warranty period and other periods covered under maintenance agreements must be specified.
- 1.5.7 **Consumables:** It is mandatory for the bidder to quote the cost and sources of consumables used in all the peripherals. The peripherals need to be supported for the next four years. An initial stock of consumables for the peripherals will be procured, the volumes of which will be worked out before placing the final order.
- 1.5.8 **Schematic Diagram:** The bidder should provide a detailed schematic diagram of the proposed configuration and describe in detail all the systems/sub-systems/components, their strengths/weaknesses and connectivity. Detailed schematic of the network and hardware should be provided giving details of cables and all active and passive devices.
- 1.5.9 **Documentation:** The bidder must specify the documentation to be supplied with each piece of equipment. Complete documentation of all hardware and software pertaining to networking devices and components and system software should be provided as a hard copy as well as a soft copy in the commonly readable format.
- 1.5.10 **Completeness of the Bid:** It is the responsibility of the bidder to quote all hardware, software components to make the overall system complete and operational to the entire satisfaction of CONCOR.
- 1.5.11 **Experience of other Installations:** The bidder should provide details of similar installations handled by him.
- 1.5.12 **Glossary of Terms:** A glossary of all technical terms used in the bid is to be provided along with the quote.
- 1.5.13 **Format of the bid:** The bid should be submitted in hard copy and in the Bid Format given in this document.
- 1.6 **Product and Service Warranty :**
  - 1.6.1 **Scope of Warranty, Warranty period & Uptime requirements:** A comprehensive warranty covering all hardware, operating system, software tools, firmware and network active devices and passive components should be specified in the bid. The warranty should also cover services provided including the quality of workmanship. The warranty should be for a minimum period of 12 months from the date of acceptance of the system by CONCOR after installation, testing and commissioning. An uptime of 99.9% is required for the complete system during the warranty and AMC period, failing which suitable penalties may be levied. The warranty is required for all 365 days including National holidays.



- 1.6.2 **Longer Warranty on certain items:** The bidder must clearly mention those products & services for which a life time/ longer period warranty is provided, along with the specific life of the product or services.
- 1.6.3 **Cost incurred during warranty period:** No boarding, lodging, transport or other expenses will be chargeable to CONCOR during the warranty period.
- 1.6.4 **Personnel deployed for warranty and maintenance:** The bidder should specify how the service personnel will be deployed for each item along with the name of the contact person, address & telephone no. of the contact person. In case a full time service engineer is proposed, do specify the working hours and location of the Engineer.

\* \* \*



2. Technical specifications:

A) Specification of the Hardware and Software

CONCOR has the requirement of upgradation of 5 nos. Windows servers with 5 nos. of Xeon Servers. The line item wise specifications are as follows :

Sl. no	Item Description	Qty
1	2* Intel quad core Xeon processor 3.16 Ghz/1333 MHz FSB with virtualization technology, minimum main memory 16 GB and maximum up to 64 GB RAM with 16 DIMMS Slots, 2*146 GB SAS HDD with 10000 rpm, 10/100/1000 Ethernet Management port, Dual USB port for Keyboard/mouse, advance onboard management and monitoring enabled by embedded service processor, local and remote KVM with one year comprehensive onsite warranty Windows Server 2008 with 5 user CAL	5
2	My SQL Svr. Standard Edn. 2005/2008 with Media	2

## B) Scope of the work

Sno.	Scope of the Work
1.	Vendor would supply, install, test and integrate the servers as per the technical specifications detailed under Section VI of the tender document with the existing setup for smooth and uninterrupted operation.  The Servers should be configured so that they can be integrated with the existing set up.
2.	Vendor should migrate the existing security system set up into the new servers without disturbing the production working of existing set up.
3.	Vendor would configure the existing policy and related configuration on new servers as per the existing set up and the requirements as per CONCOR.
4.	Vendor should regularly upgrade the patches, version upgrades on this new box as and when required.
5.	Co-ordination with multiple vendors at CONCOR site as and when required and any other related activity in order to optimize the security set up performance
6.	Define the Backup and Restore Policy for the servers in consultation with CONCOR officials. Provide necessary assistance on site during Warranty/AMC period for redefining/upgrading the Backup/Restore policy, to configure various scripts pertaining to backup, restore.
7.	Impart the Training to CONCOR officials as per the details given at clause 15, Section –V of the tender document.
8.	Documentation: Complete documentation related to application installation, patches applied at operating System, database and application level. Procedure for doing daily backup and restoration, failover of both databases as operating system.
9.	During the Warranty and AMC period, vendor would provide patches, upgrades and will provide support for installation of patches and version upgrades and operating system to CONCOR at no additional cost. These patches and upgrades would be installed at CONCOR site as and when required. During the AMC the vendor has to do the preventive maintenance twice in a year without any extra cost.
10.	Security: a) The OS Hardening should be carried out as per the ISO Standards. b) All security features should be enabled as per the requirement of CONCOR. The necessary systems tuning and optimization should be carried out in coordination with CONCOR.
11.	The Service provider shall ensure the services as per the scope and cover all equipments in Bill of Material. In addition to this the environmental conditions like Air Conditioning, Proper Earth, Fire Alarm, Temperature, Humidity and other site specific and critical services shall be complied. Regular coordination shall be done with CONCOR officials for calibration of environment condition measuring equipment, fire preventions, and dust control within and outside the Server Room.
13.	The installation & commissioning shall include all components and sub components like cables, connectors, accessories etc. required for completing the job as per scope.
14.	Bidder has to validate the compatibility of particular server model, operating system & application for which the server is offered to CONCOR in order to avoid issue at implementation stages.

### 3. TECHNICAL COMPLIANCE AND COMPLIANCE TO SCOPE OF WORK

#### A) Compliance to the Hardware and Software Specifications

Sl. no	Item Description	Make /Model	Deviations (if any)	Remarks
1	2* Intel quad core Xeon processor 3.16 Ghz/1333 MHz FSB with virtualization technology, minimum main memory 16 GB and maximum up to 64 GB RAM with 16 DIMMS Slots, 2*146 GB SAS HDD with 10000 rpm, 10/100/1000 Ethernet Management port, Dual USB port for Keyboard/mouse, advance onboard management and monitoring enabled by embedded service processor, local and remote KVM with one year comprehensive onsite warranty Windows Server 2008 with 5 user CAL			
2	My SQL Svr. Standard Edn. 2005/2008 with Media			

## B) Compliance to the Scope of the work

Sno.	Scope of the Work	Compliance (Y/N)
1.	Vendor would supply, install, test and integrate the servers as per the technical specifications detailed under Section VI of the tender document with the existing setup for smooth and uninterrupted operation.  The Servers should be configured so that they can be integrated with the existing set up.	
2.	Vendor should migrate the existing security system set up into the new servers without disturbing the production working of existing set up.	
3.	Vendor would configure the existing policy and related configuration on new servers as per the existing set up and the requirements as per CONCOR.	
4.	Vendor should regularly upgrade the patches, version upgrades on this new box as and when required.	
5.	Co-ordination with multiple vendors at CONCOR site as and when required and any other related activity in order to optimize the security set up performance	
6.	Define the Backup and Restore Policy for the servers in consultation with CONCOR officials. Provide necessary assistance on site during Warranty/AMC period for redefining/upgrading the Backup/Restore policy, to configure various scripts pertaining to backup, restore.	
7.	Impart the Training to CONCOR officials as per the details given at clause 15, Section –V of the tender document.	
8.	Documentation: Complete documentation related to application installation, patches applied at operating System, database and application level. Procedure for doing daily backup and restoration, failover of both databases as operating system.	
9.	During the Warranty and AMC period, vendor would provide patches, upgrades and will provide support for installation of patches and version upgrades and operating system to CONCOR at no additional cost. These patches and upgrades would be installed at CONCOR site as and when required. During the AMC the vendor has to do the preventive maintenance twice in a year without any extra cost.	
10.	Security: a) The OS Hardening should be carried out as per the ISO Standards. b) All security features should be enabled as per the requirement of CONCOR. The necessary systems tuning and optimization should be carried out in coordination with CONCOR.	
11.	The Service provider shall ensure the services as per the scope and cover all equipments in Bill of Material. In addition to this the environmental conditions like Air Conditioning, Proper Earth, Fire Alarm, Temperature, Humidity and other site specific and critical services shall be complied. Regular coordination shall be done with CONCOR officials for calibration of environment condition measuring equipment, fire preventions, and dust control within and outside the Server Room.	
13.	The installation & commissioning shall include all components and sub components like cables, connectors, accessories etc. required for completing the job as per scope.	
14.	Bidder has to validate the compatibility of particular server model, operating system & application for which the server is offered to CONCOR in order to avoid issue at implementation stages.	



**BID FORM AND PRICE SCHEDULES**

Tender No.: CON/IT/1192/10/01

To: (Name and address of Purchaser)

Gentlemen:

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver .....(Description of Goods and Services) in conformity with the said Bidding Documents for the sum of.....(Total Bid Amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within ..... (Number) days and to complete delivery of all the items specified in the Contract within ..... (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our bid is accepted we will obtain the guarantee of a bank in a sum not exceeding ..... % of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for a period of ..... (Number) days from the date fixed for bid opening under Clause 4 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... day of ..... 20 .....

Signature: .....

(in the Capacity of): .....

(Name): .....

Duly Authorized to sign bid for and on behalf of .....

**PRICE SCHEDULE**

**A) Hardware, Software and Licenses**

Sl. no	Item Description	Qty	Unit Price in figures (Inclusive of taxes and duties) (in Rs.)	Unit Price in words (Inclusive of taxes and duties) (in Rs.)	Total Amount in figure (Inclusive of taxes and duties) (in Rs.)	Total Amount in words (Inclusive of taxes and duties) (in Rs.)
<b>I. Hardware Cost</b>						
1	2* Intel quad core Xeon processor 3.16 Ghz/1333 MHz FSB with virtualization technology, minimum main memory 16 GB and maximum up to 64 GB RAM with 16 DIMMS Slots, 2*146 GB SAS HDD with 10000 rpm, 10/100/1000 Ethernet Management port, Dual USB port for Keyboard/mouse, advance onboard management and monitoring enabled by embedded service processor, local and remote KVM with one year comprehensive onsite warranty Windows Server 2008 with 5 user CAL	5				
2	My SQL Svr. Standard Edn. 2005/2008 with Media	2				
	<b>Total cost incl. of Taxes (I)</b>					
<b>II. Buy back cost of the hardware</b>						
	HP Netserver E200 PIII servers configured in cluster mode with 512 MB RAM, 2* 9 GB Ultra SCSI HDD procured in	5				
	<b>Total buy back cost (II)</b>					
	<b>Net cost after buy back (I-II)</b>					

**B) AMC/ATS charges for Hardware/Software - 1<sup>st</sup> Year warranty to be covered under cost**

Sn	Item Description	Qty	2 <sup>nd</sup> Year			
			Unit Price in figures (Inclusive of taxes and duties) (in Rs.)	Unit Price in words (Inclusive of taxes and duties) (in Rs.)	Total Amount in figure (Inclusive of taxes and duties) (in Rs.)	Total Amount in words (Inclusive of taxes and duties) (in Rs.)
1	2* Intel quad core Xeon processor 3.16 Ghz/1333 MHz FSB with virtualization technology, minimum main memory 16 GB and maximum up to 64 GB RAM with 16 DIMMS Slots, 2*146 GB SAS HDD with 10000 rpm, 10/100/1000 Ethernet Management port, Dual USB port for Keyboard/mouse, advance onboard management and monitoring enabled by embedded service processor, local and remote KVM with one year comprehensive onsite warranty Windows Server 2008 with 5 user CAL	5				
2	My SQL Svr. Standard Edn. 2005/2008 with Media	2				
Total AMC/ATS Cost for 2 <sup>nd</sup> Year						

Sn	Item Description	Qty	3 <sup>rd</sup> Year			
			Unit Price in figures (Inclusive of taxes and duties) (in Rs.)	Unit Price in words (Inclusive of taxes and duties) (in Rs.)	Total Amount in figure (Inclusive of taxes and duties) (in Rs.)	Total Amount in words (Inclusive of taxes and duties) (in Rs.)
1	2* Intel quad core Xeon processor 3.16 Ghz/1333 MHz FSB with virtualization technology, minimum main memory 16 GB and maximum up to 64 GB RAM with 16 DIMMS Slots, 2*146 GB SAS HDD with 10000 rpm, 10/100/1000 Ethernet Management port, Dual USB port for Keyboard/mouse, advance onboard management and monitoring enabled by embedded service processor, local and remote KVM with one year comprehensive onsite warranty Windows Server 2008 with 5 user CAL	5				
	My SQL Svr. Standard Edn. 2005/2008 with Media	2				
Total AMC/ATS Cost for 3 <sup>rd</sup> Year						



Sn	Item Description	Qty	4 <sup>th</sup> Year			
			Unit Price in figures (Inclusive of taxes and duties) (in Rs.)	Unit Price in words (Inclusive of taxes and duties) (in Rs.)	Total Amount in figure (Inclusive of taxes and duties) (in Rs.)	Total Amount in words (Inclusive of taxes and duties) (in Rs.)
1	2* Intel quad core Xeon processor 3.16 Ghz/1333 MHz FSB with virtualization technology, minimum main memory 16 GB and maximum up to 64 GB RAM with 16 DIMMS Slots, 2*146 GB SAS HDD with 10000 rpm, 10/100/1000 Ethernet Management port, Dual USB port for Keyboard/mouse, advance onboard management and monitoring enabled by embedded service processor, local and remote KVM with one year comprehensive onsite warranty Windows Server 2008 with 5 user CAL	5				
2	My SQL Svr. Standard Edn. 2005/2008 with Media	2				
Total AMC/ATS Cost for 4 <sup>th</sup> Year						

Sn	Item Description	Qty	5 <sup>th</sup> Year			
			Unit Price in figures (Inclusive of taxes and duties) (in Rs.)	Unit Price in words (Inclusive of taxes and duties) (in Rs.)	Total Amount in figure (Inclusive of taxes and duties) (in Rs.)	Total Amount in words (Inclusive of taxes and duties) (in Rs.)
1	2* Intel quad core Xeon processor 3.16 Ghz/1333 MHz FSB with virtualization technology, minimum main memory 16 GB and maximum up to 64 GB RAM with 16 DIMMS Slots, 2*146 GB SAS HDD with 10000 rpm, 10/100/1000 Ethernet Management port, Dual USB port for Keyboard/mouse, advance onboard management and monitoring enabled by embedded service processor, local and remote KVM with one year comprehensive onsite warranty Windows Server 2008 with 5 user CAL	5				
2	My SQL Svr. Standard Edn. 2005/2008 with Media	2				
Total AMC/ATS Cost for 5 <sup>th</sup> Year						

<b>Total AMC/ATS Charges for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> &amp; 5<sup>th</sup> Year inclusive of all taxes and duties (in Rs.)</b>						
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## SECTION VIII

Tender No : CON/IT/1192/10/01

Purchase Order No.:

Purchase Order Date:

### **CONTRACT FORM**

THIS AGREEMENT made the .....day of ....., 20..... between \_\_\_\_\_ (Name of Purchaser) of.....(Address of Purchaser) (hereinafter "the Purchaser") of one part and.....(Name of Supplier) of .....(Address of Supplier) (hereinafter "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain goods and services should be provided by the Supplier, viz.,.....(Brief Description of Goods and Services) and has accepted a bid by the Supplier for the goods & services in the sum of.....(Contract Price in Words and Figures) (hereinafter "the Contract Price")

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract
  - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of modification in networking and cabling services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For the Purchaser)

in the presence of.....

Signed, Sealed and Delivered by the said..... (For the Supplier)

in the presence of.....

**BANK GUARANTEE BOND FOR PERFORMANCE SECURITY**

1. In consideration of Container Corporation of India Ltd. (hereinafter referred to as CONCOR) with registered office at C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076 having agreed to permit M/s. .... (Hereinafter called the said contractor) to undertake for Supply, Installation, Commissioning of the windows servers and integration with existing set up at CONCOR's Central Site at Tughlakabad, New Delhi on the terms and conditions of the agreement dated ..... made between .....and..... on production of a Bank Guarantee for Rs..... (Rs.....only), we..... Bank, (hereinafter referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd. an amount not exceeding ₹ ..... against the performance of the systems supplied and installed at Container Corporation of India Ltd., ICD Tughlakabad, New Delhi. in contravention of the terms and conditions contained in the said agreement.
2. We ....., Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd. by reason of any failure of the computer system. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding ₹ .....
3. We..... Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before 18 months after the date of signing of the contract we shall be discharged from all liability under this guarantee thereafter.
  - (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd. or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless noticed in writing thereof is given by the Container Corporation of India Ltd. within 3 months from the date of aforesaid.
  - (b) Provided that we..... bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we..... Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.



4. We..... Bank, further agree with the Container Corporation of India Ltd. that the Container Corporation of India Ltd. shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd. against the said contract and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contract or for any bearance, Act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
6. We..... Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd. in writing.

**Date:**

**Officer's signature with Bank Seal**

SIGNATURE OF THE TENDERER .....



TO BE ISSUED ON THE LETTER HEAD OF BANK ISSUING CERTIFICATE

SOLVENCY CERTIFICATE

We, (Name of Bank).....do hereby certify that  
M/s. (Name of Tenderer).....  
.....are solvent to the extend of  
Rs. .... as disclosed by the information and records which are available with  
aforesaid Bank.

It is clarified that this certificate is furnished witho  
ut risk and responsibilities on our part in any respect whatsoever, more particularly either as guarantor or  
otherwise. This certificate is issued at the specific request of the customer for furnishing to M/s.  
Container Corporation of India Ltd., C-3 Mathura Road, Opp. Apollo Hospital, New Delhi -110 076.

For

(SIGNATURE AND SEAL OF BANK)

SIGNATURE OF TENDERER.....