



सत्यमेव जयते

## Ministry of External Affairs Government of India

Project Manager & consultant:



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# Tender Document

**Supply, Installation, Commissioning and On-site support of Desktop Computers & Associated Software at Sao Tome & Principe**

**Tender No.: CDACD/ICD/STP/IT/9**

**Last date for submission of bids: November 12, 2018 till 1300 hrs (IST)**

**Opening of technical bids: November 13, 2018 at 1400 hrs (IST)**

The tender document is available for downloading at

[www.cdac.in](http://www.cdac.in) , [www.mea.gov.in](http://www.mea.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in)

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## SECTION I: INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

### 1. Registration

- a. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: ) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal, which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others, which may lead to misuse.
- f. Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

### 2. Searching for Tender Documents

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

### 3. Preparation of Bids

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents, which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload

such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **4. Submission of Bids**

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **5. Assistance to Bidders**

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**END OF SECTION I**



## SECTION II: INVITATION FOR BIDS (IFB)

Centre for Development of Advanced Computing (CDAC) on be-half of Ministry of External Affairs (MEA) invites Online Bids on single stage two-bid system for supply, installation, commissioning and on-site support of desktop computers & associated software at Sao Tome & Principe. **Please note that physical bids shall not be accepted.**

### 1. Contact information

The Director  
West Africa Division  
Ministry of External Affairs  
Room No. 0155, Block B  
Jawaharlal Nehru Bhawan  
23 D, Janpath, New Delhi – 110 011  
Tel No.: +91-11-49018386  
Fax No.: +91-11-49018398  
E-mail: [dirwa1@mea.gov.in](mailto:dirwa1@mea.gov.in)

### 2. Critical Date Sheet

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

<b>Published Date</b>	16.10.2018 (1000 Hrs)
<b>Bid Document Download/ Sale Start Date</b>	16.10.2018 (1000 Hrs)
<b>Online Clarification Start Date</b>	16.10.2018 (1000 Hrs)
<b>Online Clarification End Date</b>	22.10.2018 (1000 Hrs)
<b>Pre Bid meeting</b>	22.10.2018 (1100 Hrs)
<b>Bid Submission Start Date</b>	16.10.2018 (1000 Hrs)
<b>Bid Submission End Date</b>	12.11.2018 (1300 Hrs)
<b>Technical Bid Opening Date</b>	13.11.2018 (1400 Hrs)

### 3. Two Bid System

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

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

- **Part 1: "Technical Bid" shall be uploaded in the form of following documents:**
  - a. Copy of Tender Fee submitted in the form of **Demand Draft** for **Rs. 2000/-** (Rupees Two Thousand only) drawn on any **Nationalized/ Scheduled Bank**, in favour of **'Pay & Accounts Officer, Ministry of External Affairs'** payable at New Delhi. **The Demand Draft submitted towards tender fee is non-refundable.**

Copy of **Earnest Money** in the form of **Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt/ Bank Guarantee** towards Earnest Money Deposit of **Rs. 2,75,000/- (Rupees Two Lacs & Seventy Five Thousand Only)** from any **Nationalized/ Scheduled Bank**, in favour of **'Pay & Accounts Officer, Ministry of External Affairs'** payable at New Delhi as mentioned at Para 6 (Section III).

Tender Fee and EMD shall be exempted in case of Micro & Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small & Medium Enterprises (MSME) or are registered with the Central Purchase Organisation of the concerned Ministry or Department or Start-up as recognised by Department of Industrial Policy & Promotion (DIPP). The bidders registered with MSME/ DIPP should upload a copy of valid Registration Certificate along with the technical bid. The certificate should be specifically applicable for supply, installation and on-site support of IT Hardware & Software in India/ abroad.

The original instrument in respect of Earnest Money Deposit & Tender Fee or NSIC/ MSME exemption certificate must be submitted to **CDAC** on the address mentioned above on or before bid submission date/ time as mentioned in critical date sheet. **In case of non-submission of original payment instrument for EMD and tender fee or NSIC/ MSME exemption certificate, the bid shall be rejected.**

- b. Duly filled Technical Bid with proper seal and signature of authorised person on each page of the bid submitted. The person signing the bid should be the duly authorised representative of the Firm/ Company whose signature should be verified and certificate of authority should be scanned and submitted as per format given at **Annexure I**. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be scanned and annexed to the bid.
- c. Copy of Supply Orders/ Contracts/ Agreements issued by / signed with Government of India (Ministry / Department / Undertaking / PSU / Autonomous body) for similar work, executed by the bidders in last 5 (five) years ending **September 30<sup>th</sup> 2018**. The bidder should submit the completion certificate duly issued by the end user. The bidder should have completed at least **ONE** similar work not less than **Rs. 1 Crore OR TWO** similar works not less than **Rs. 65 Lacs** each OR **THREE** similar works not less than **Rs. 50 Lacs** each. The similar work means supply, installation, integration and on-site support of all/ most of the items mentioned in this tender document in a single project on turnkey basis in India/ abroad.

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

- d. Copy of **GST** and **PAN/** Registration certificate, as applicable shall be uploaded.
- e. Copy of a certificate by the auditor/ CA/ CS indicating the turnover of the firm shall be uploaded. The bidder should have total average turnover of minimum **Rs. 1.25 Crores** in last **3 (three) financial years** ending **31<sup>st</sup> March 2018**.
- f. Copy of all documents related with Firm Registration/ Partnership Deed/ Articles of Memorandum of Association or Proprietorship Deed, Certificate of Incorporation shall be uploaded.
- g. Bid Form as per format given at **Annexure II** must be uploaded by the bidder along with Technical Bid.
- h. Declaration as per the format given at **Annexure III** must be uploaded by the bidder along with Technical Bid for undertaking that the IT infrastructure that shall be supplied for Government Offices & Schools in Sao Tome & Principe will not be refurbished / duplicate or acquired illegally in India / Third Country.
- i. The installation and warranty services are required in Sao Tome & Principe. The bidder should upload the signed and scanned copy of the detail plan for providing warranty services at sites. The bidders should have its own Branch Office/ Service Centre in Sao Tome & Principe or arrangement to provide service through local dealer/ service provider. In either case, a signed and scanned undertaking to this effect should be uploaded along with the technical bid as per format given at **Annexure IV**. The details viz. name, address, contact person, telephone / fax, email etc. should be provided along with an undertaking from this local dealer/ service provider within 30 (thirty) days of the receipt of Supply Order from MEA.
- j. Technical Compliance in the form of **Tech\_Comp\_Doc.pdf** with detailed technical specification, make, model and cross reference with the **Data Sheets** should be uploaded in the technical bid. **OEM Compliance** for desktop computer as per format given at **Annexure – VII** must be uploaded by the bidder along with Technical Bid, failing which may lead to the rejection of the bid.
- k. Signed and scanned copy of the Checklist as per format given at **Annexure VIII** must be uploaded along with Technical Bid.
- l. Signed and scanned copy of other related documents, mentioned in the tender document but not listed here.
  - **Part 2: “Commercial Bid” shall be uploaded in the form of following documents:**
- a. Price schedule should be submitted online only in the form of **BOQ\_XXXX.xls**.

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

#### 4. Pre-Bid Meeting

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

**Centre for Development of Advanced Computing  
E-25, I & II Floor, Hauz Khas Market  
New Delhi – 110 011, INDIA**

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

**Note:** The queries/ suggestions should be submitted only on CPP Portal by the last date/ time mentioned in the Critical Data Sheet. The answer to the queries will be provided only on CPP Portal after the Pre Bid Meeting. The queries received after due date & time or through e-Mail/ letter will not be considered/ replied.

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

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

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

**Centre for Development of Advanced Computing  
E-25, I & II Floor, Hauz Khas Market  
New Delhi – 110 011 INDIA**

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

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

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

#### 6. Opening of Financial Bids

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

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

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

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

**END OF SECTION II**

## SECTION III: INSTRUCTIONS TO BIDDERS (ITB)

### 1. Project Timelines

The bidder is required to supply, install, commission and provide on-site support supply of Computers to Sao Tome & Principe. The delivery and installation at site must be completed within 150 days i.e. 120 days for delivery & balance 30 days for installation & commissioning from the date of receipt of supply order from MEA. The shipment from India/ third country is required to be done by sea/ air/ road. The delivery at site must be completed within 120 days including the custom clearance & local transportation to the site by the bidder. Thereafter, the installation & commissioning at site must be completed within the balance 30 days. It is mandatory for the bidders who respond to this bid to meet these expectations as time is the essence of this contract and is tightly linked to MEA plans of completing the project within the available time frame.

### 2. Locations for the Supply, Installation & Warranty Services

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

### 3. Order Placements and Release of Payment

The supply order and payment shall be released by:

**West Africa Division  
Ministry of External Affairs  
Room No. 0155, Block B  
Jawaharlal Nehru Bhawan  
23 D, Janpath, New Delhi – 110 011**

### 4. Eligible Bidders

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

4.2 The bidder should have completed at least **ONE** similar work not less than **Rs. 1 Crore OR TWO** similar works not less than **Rs. 65 Lacs each OR THREE** similar works not less than **Rs. 50 Lacs each** in last five years ending **September 30<sup>th</sup> 2018** for **Government of India (Ministry / Department / Undertaking / PSU / Autonomous body)**.

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

4.3 The bidder should have total average annual turnover of minimum **Rs. 1.25 Crores** in last 3 (three) financial years ending **March 31<sup>st</sup> 2018**.

4.4 The bidder should be an **authorised distributors/ resellers** for the items viz. Desktop & Software as mentioned in the Scope of Supply of the tender document in India/ abroad.

4.5 The bidders should have its **own branch office/ service centre** in Sao Tome & Principe or arrangement to provide onsite support through local dealer/ service provider.

4.6 Bidder should be registered with Sales Tax/ Income Tax Department of Government of India and should possess a valid **GST and PAN Registration/ Certificate**.

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

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

### 5. Amendment of Tender Document

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



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

## A. PREPARATION OF BIDS

Bids shall be submitted online only at CPP Portal: <http://eprocure.gov.in/eprocure/app>

Bidders are advised to follow the instructions provided in Section-I above for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>

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

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

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

## 6. Earnest Money Deposit (EMD)

- 6.1. The tender documents must be accompanied by Earnest Money Deposit of **Rs. 2,75,000/- (Rupees Two Lacs & Seventy Five Thousand Only)** in the form of a **Account Demand Draft/ FDR/ Banker's Cheque** drawn on any **Nationalized/ Scheduled Bank**, in favour of **'Pay & Accounts Officer, Ministry of External Affairs'** payable at New Delhi OR **Bank Guarantee (BG)** valid for **225 days** from the last date of submission of bids as per the format provided in **Annexure V** from any **Nationalized/ Scheduled Bank**.
- 6.2. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash or cheque except Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any Nationalized/ Scheduled Bank. No interest shall be payable on EMD.
- 6.3. Tender Fee and EMD shall be exempted in case of Micro & Small Enterprises (**MSEs**) as defined in MSE Procurement Policy issued by Department of Micro, Small & Medium Enterprises (**MSME**) or are registered with the Central Purchase Organisation of the concerned Ministry or Department or Start-up as recognised by Department of Industrial Policy & Promotion (DIPP).
- 6.4. The bidders registered with MSME/ DIPP should submit a copy of valid Registration Certificate along with the technical bid. The certificate should be specifically applicable for supply, installation and on-site support of IT Hardware & Software in India/ abroad.
- 6.5. The EMD will be returned to the bidder(s) whose offer is not accepted by CDAC within 30 days from the date of opening of financial bids. In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Performance Bank Guarantee (Refer Clause 8 of Section IV). However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.
- 6.6. The successful bidder, on award of contract/ order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited.
- 6.7. The EMD shall be forfeited:
  - 6.7.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.

- 6.7.2 In case a successful bidder, fails to furnish a Bank Guarantee (Clause 8 of Section IV) in lieu of Performance Guarantee.
- 6.7.3 If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.
- 6.7.4 If the bidder fails to supply the material.

## 7. Period of validity of bids

- 7.1. Bids shall be valid for minimum 180 days from the date of submission. Bid valid for a shorter period shall stand rejected.
- 7.2. MEA / CDAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

## B. SUBMISSION OF BIDS

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

## 8. Deadline for Submission of Bids

- 8.1 Bids must be submitted online before the due date and time as specified in the critical date sheet.
- 8.2 MEA / CDAC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on the websites only.

## 9. Late Bids

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

## C. BID OPENING AND EVALUATION OF BIDS

### 10. Opening of Bids

- 10.1 The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing (technical evaluation).
- 10.2 Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.
- 10.3 MEA / CDAC will open commercial bids of only the technically short listed bids at the time and date to be informed later.

## D. AWARD OF CONTRACT

### 11. Evaluation of Proposals & Award Criteria

- 11.1 **The bidder must quote for all the items mentioned under Section V – Schedule of Requirement.** The lowest price criteria shall be applied on the total composite amount (inclusive of all) of all items taken together.
- 11.2 Preliminary scrutiny of the proposal will be made to determine whether they are complete, required processing fee (Tender Fee) and bid security (EMD) have been furnished, whether the uploaded documents have been properly signed and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- 11.3 Bids complying with all the eligibility requirements mentioned under Section III Clause 4 of this tender document and fulfilling the specifications and schedule of requirements mentioned in Tech\_Comp\_Doc.pdf and Section V shall be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences.

- 11.4 MEA / CDAC, if required, may ask bidders for presentation on the solution offered. Failure on part of bidder to arrange the presentation on the date & place fixed shall result in the rejection of technical bids and financial bids of these bidders shall not be opened. Also, if it is found after presentation that the solution offered is not meeting the specifications prescribed by, such bidders shall be treated as substantially non-responsive. CDAC decision shall be final in this regard. The place for presentation shall be conveyed to the bidders at an appropriate date.
- 11.5 Commercial bids of only those bidders will be opened who are found to be substantially responsive and the work shall be awarded to the commercially lowest bidder.
- 11.6 Bidder should quote their rates by uploading in prescribed Performa in BOQ\_XXXX.xls only. Commercial bids/ prices/ rates other than the format provided or elsewhere in the Bid Document shall be rejected by MEA / CDAC.
- 11.7 The rates quoted in figures would be automatically converted in words in BOQ\_XXXX.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The correct amount will be calculated by multiplying unit price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be bidder's total quoted amount.
- 11.8 In the copies of supply order/ contract/ agreement/ experience certificate submitted by the bidder, if the currency is other than Indian Rupees, the value of work in Indian Rupees shall be determined by using the exchange rate declared by Reserve Bank of India as on the last date of submission of technical/ commercial bids and the eligibility of the bidder shall be determined accordingly.
- 11.9 If more than one bidder happens to quote the same lowest price, MEA reserves the right to split the order and award the contract to more than one bidder. The splitting in such case will be done on the basis of item wise lowest price quoted by the bidders.

## **12. Purchaser's Right to amend Scope of Work**

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

## **13. Corrupt or Fraudulent Practices**

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

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

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

**END OF SECTION III**

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

### 1. Prices

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

### 2. Taxes and Duties:

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

### 3. Software Licenses:

The software mentioned in Schedule of Requirement is for the use of Government Offices & Schools in Sao Tome & Principe. The licenses should be legally valid for use in Sao Tome & Principe. The successful bidder should supply paper licenses and at least one set of media (DVD's/CDs) for all the software.

### 4. Chartered Engineer Certificate:

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

### 5. Completeness Responsibility:

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

### 6. Warranty and Support:

All the items covered in the schedule of requirements, shall carry **minimum 1 (One) year on site comprehensive warranty** from the date of its installation & commissioning. The bidder must undertake to provide the on-site support during the warranty in Sao Tome & Principe. The repairing/ rectification/ replacement/ configuration required, if any, must be done at site only. During the warranty, all complaints should be attended within 24 (twenty four) hours and rectified within 3 (three) working days from the time of complaint. In case the rectification of fault involves replacement of hardware the same should be carried out within 14 (fourteen) working days from the date of intimation. Failure to do so would result in the levy of penalties. The PBG will be released by MEA only after the submission of satisfactory performance certificate issued by end-user & verified by Indian Mission in Luanda - Angola, after the completion of warranty period.



## 7. Payments:

- 7.1. **1<sup>st</sup> Payment Milestone:** MEA shall release 70% of the contract value to the supplier on dispatch of all items from India/ third country after due verification of documents pertaining to proof of dispatch and receipt of Performance Bank Guarantee.
- 7.2. **2<sup>nd</sup> Payment Milestone:** MEA shall release 20% of the contract value after delivery of all item(s) at all site(s) on verification by CDAC/ end user and Indian Mission in Luanda, Angola.
- 7.3. **3<sup>rd</sup> Payment Milestone:** Balance 10% of the contract value shall be released by MEA after successful installation & commissioning of all item(s) at all site(s) on physical verification by CDAC and/ or end user and Indian Mission in Luanda - Angola.

## 8. Performance Bank Guarantee (PBG):

The successful bidder within **30 days** must submit a Bank Guarantee towards Performance Guarantee equivalent to **10%** of the order value on receipt of supply order from MEA as per the format provided in **Annexure VI** of this tender document. This Bank Guarantee should remain **valid 24 (Twenty-Four) months** from the date of its submission to MEA to be released only after Defect Liability Period (DLP) is over. **In case a successful bidder fails to furnish a Bank Guarantee in lieu of Performance Guarantee within the stipulated time, EMD will be forfeited and the supply order will be cancelled.**

## 9. Transport/ Shipping Documents:

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

- i. Chartered Engineer's Certificate
- ii. Bill of Lading/ Air Way Bill (booking details)
- iii. Packing List
- iv. Insurance Policy (in the name of MEA for 110% value of the Invoice)
- v. Invoice & other relevant document(s)
- vi. Declaration Letter from OEM as per Annexure III of the tender document

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

## 10. Penalty for delayed Services:

MEA reserves the right to levy penalty @ 1% of order value per week of delay beyond the scheduled delivery and/ or installation at site and onsite support towards resolution of complaint during warranty period subject to maximum of 10% of the order value. Delivery of all items sent from India/ third country at site must be completed within 120 days and installation & commissioning within balance 30 days from the date of receipt of supply Order. During the period of warranty, all complaints should be attended within 24 (twenty four) hours and rectified within 3 (three) working days from the time of complaint. In case the rectification of fault involves replacement of some hardware the same should be carried out within 14 (fourteen) working days from the date of intimation. MEA reserves the right to cancel the order in case the delay in delivery and/ or installation of more than 10 (ten) weeks. The penalties, if any shall be recovered from the final bills of the supplier or the Performance Bank Guarantee (PBG) submitted by the successful bidder. MEA may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of circumstances not attributed to the bidder. For any such relaxation, the bidder should sought prior written approval from MEA by submitting proper justification with documentary evidences.

## 11. Jurisdiction:

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

## 12. Force Majeure:

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

### **13. Arbitration:**

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

**END OF SECTION IV**

## SECTION V – SCHEDULE OF REQUIREMENT (Bill of Material)

<b>S.No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Units</b>
1	Desktop Computer	150	Nos.
2	Web Camera	150	Nos.
3	Head Phone	150	Nos.
4	TFT Monitor	150	Nos.
5	MS Office Standard 2016 or latest	150	Nos.
6	Antivirus for Desktops with one year update	150	Nos.
7	Installation & Commissioning	LS	LS

**END OF SECTION V**

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

Date:

To

**The Director  
West Africa Division  
Ministry of External Affairs  
Room No. 0155, Block B  
Jawaharlal Nehru Bhawan  
23 D, Janpath, New Delhi – 110 011**

Dear Sir,

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

This has a reference to your tender no. .... dated ..... for setting up of Supply, Installation, Commissioning and On-site support of Desktop Computers & Associated Software at Sao Tome & Principe.

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

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

(Signature 1)

(Signature 2)

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

For M/s \_\_\_\_\_ (Name of the bidder)

Signature & company seal

Name  
Designation  
Email  
Mobile No.



(On company Letter Head)

Date:

To

**The Director  
West Africa Division  
Ministry of External Affairs  
Room No. 0155, Block B  
Jawaharlal Nehru Bhawan  
23 D, Janpath, New Delhi – 110 011**

Dear Sir,

Subject: **Bid Form**

This has a reference to your tender no. .... dated ..... for Supply, Installation, Commissioning and On-site support of Desktop Computers & Associated Software at Sao Tome & Principe.

1. Having examined the 'Invitation for Bids', 'Instructions to Bidders' 'Special Conditions of Contract', 'Technical Compliance Document', 'Schedule of Requirements' and the Annexure for the above referred tender, we the undersigned offer to supply, install & commission and guarantee the whole of the said 'Scope of Work' in conformity with the said Special Conditions of Contract and Technical Specifications for the sum mentioned in Commercial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are given in required formats.
2. We have independently considered each and every clause of this tender document and given our informed consent to them.
3. We undertake, if our Bid is accepted, we shall commence the supply of items/services/manpower as per delivery schedule offered by us so as to fulfill our obligations as per this Tender Document to full satisfaction of purchaser.
4. If our Bid is accepted we will furnish a **Bank Guarantee** of **10%** order value with a validity of **36 months** to cover delivery, installation & warranty period for the IT Infrastructure.
5. We have independently considered the amount shown in 'Special Conditions of Contract' as per-estimated liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of **180 days** from the date of opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
7. This bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any offer you may receive against this bid.
9. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
10. All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same. All documents submitted are genuine and if MEA finds that we have submitted any forged document, MEA may reject our bid; forfeit the EMD/ BG and take stringent action against us as per Government of India guidelines.
11. We accept that all doubts, concerns or ambiguity in the tender document (if any) would be uploaded by us on CPP Portal before the pre-bid meeting. If we raise any doubt, concerns, ambiguity issues, interpretation issues, after the Pre-Bid meeting, MEA may not consider the request or reply.
12. We will accept MEA / CDAC's internal technical and financial evaluation procedure and will not interfere in the process after submission of the bid. We shall not deviate from the bid process and not try to stall the process; if do so, CDAC may take stringent action against us.

13. We undertake that our company is not under the declaration of ineligibility for corrupt & fraudulent practices. We also undertake that our company has not been blacklisted by any Government entity in India/ abroad till today.

14. We will follow all guideline mentioned in the tender documents.

For M/s \_\_\_\_\_ (Name of the bidder)

Signature & company seal

Name

Designation

Email

Mobile No.

(On company Letter Head)

Date:

To

**The Director  
West Africa Division  
Ministry of External Affairs  
Room No. 0155, Block B  
Jawaharlal Nehru Bhawan  
23 D, Janpath, New Delhi – 110 011**

Dear Sir,

Subject: **Declaration Letter**

This has a reference to your tender no. .... dated ..... for Supply, Installation, Commissioning and On-site support of Desktop Computers & Associated Software at Sao Tome & Principe.

We confirm that the IT Infrastructure that shall be supplied for Government Offices & Schools in Sao Tome & Principe will not be refurbished/ duplicate or acquired illegally in India/ third country. We undertake, if our bid is accepted, we will submit a letter from OEM endorsing that the equipment are brand-new at the time of supply.

The details of all the OEMs, make & model with detail technical specifications is offered in our technical bid for items viz. Desktops etc. If MEA find that any information/ details submitted by us is incorrect, MEA may black list us and forfeit the EMD/ take stringent action against us as per Government of India guidelines.

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

For M/s \_\_\_\_\_ (Name of the bidder)

Signature & company seal

Name

Designation

Email

Mobile No.

## Annexure – IV

(On company Letter Head)

Date:.....

Tender No.:.....

To

**The Director  
West Africa Division  
Ministry of External Affairs  
Room No. 0155, Block B  
Jawaharlal Nehru Bhawan  
23 D, Janpath, New Delhi – 110 011**

Dear Sir,

**Sub: Undertaking to the effect that onsite support during the warranty in Sao Tome & Principe will be provided by <Company Name> through its own Branch Office/ Service Centre/ Local Partner**

This has a reference to your tender no. .... dated ..... for Supply, Installation, Commissioning and On-site support of Desktop Computers & Associated Software at Sao Tome & Principe.

We undertake to provide the onsite support at Government Offices & Schools in Sao Tome & Principe during the period of warranty through our own Branch Office/ Service Centre/ local partner. In case <Company Name> is a successful bidder, details viz. Name, Address, Contact Person, Telephone/ Fax, Email etc. of our own Branch Office/ Service Centre/ local partner along with an undertaking from the local dealer/ service provider (if applicable) will be submitted by <Company Name> within 30 (thirty) days of the receipt of Supply Order from MEA.

Thanking you,

Sincerely yours,

For M/s \_\_\_\_\_ (Name of the bidder)

Signature & company seal

Name  
Designation  
Email  
Mobile No.



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

Bank Guarantee No.

Dated:

To

**Ministry of External Affairs  
Jawaharlal Nehru Bhawan  
23 D, Janpath, New Delhi – 110 011**

Dear Sir(s),

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

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

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

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

5. The bank agree with the MEA that the MEA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the MEA or any indulgence shown by the MEA to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in aggregate and it shall remain in full force upto \_\_\_\_\_ (225 days from the last date of submission of bids) unless extended further from time to time, for such period as may be instructed in writing by M/s \_\_\_\_\_ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before \_\_\_\_\_ (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the MEA under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of the CDAC under this guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

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

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

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

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

**PROFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE**

(on non-judicial paper of appropriate value)

Dated:

**Ministry of External Affairs  
Jawaharlal Nehru Bhawan  
23 D, Janpath, New Delhi – 110 011**

**BANKS GUARANTEE NO:**

Dear Sir(s),

This has reference to the Supply Order No. \_\_\_\_\_ dated \_\_\_\_\_ placed by Ministry of External Affairs (MEA), New Delhi on M/s \_\_\_\_\_ for Supply, Installation, Commissioning and On-site support of Computers & Associated Software at Sao Tome & Principe.

The conditions of this order provide that the vendor shall,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

Yours faithfully,

SEAL OF THE BANK

For (Name of Bank)  
Authorised Signatory



**OEM Compliance**

(On OEM's letterhead)

Date:.....

E-Tender No.:.....

To

**The Director  
West Africa Division  
Ministry of External Affairs  
Room No. 0155, Block B  
Jawaharlal Nehru Bhawan  
23 D, Janpath, New Delhi – 110 011**

Dear Sir,

Subject: **Technical Compliance Statement**

S.No.	Item Description (As per tender document)	Qty (Nos.)	Offered Make, Model & Technical Specifications	Compliance (Yes / No)	Deviations (If any)
1					
2					
3					
4					
5					

The undersigned is authorised to issue such authorisation on behalf of M/s \_\_\_\_\_ (*Name of the manufacturer*).

For M/s \_\_\_\_\_ (*Name of the manufacturer*)

Signature & company seal

Name

Designation

Email

Mobile No.

Office Address

(On company Letter Head)

**CHECK LIST**

S.No.	Item Description	Details	Attached (Yes/ No)
A	Name and Address of the Company/ Firm and its incorporation details		
B	<b>Demand Draft</b> for <b>Rs. 2000/-</b> (Rupees Two Thousand only) drawn on any <b>Nationalized/ Scheduled Bank</b> , in favour of ' <b>Pay &amp; Accounts Officer, Ministry of External Affairs</b> ' payable at <b>New Delhi</b> towards Tender Fee		
C	<b>Banker's Cheque/ FDR/ Demand Draft/ Bank Guarantee</b> towards Earnest Money Deposit of <b>Rs. 2,75,000/- (Rupees Two Lacs Seventy Five Thousand Only)</b> from any <b>Nationalized/ Scheduled Bank</b> , in favour of ' <b>Pay &amp; Accounts Officer, Ministry of External Affairs</b> ' payable at New Delhi towards Earnest Money Deposit (EMD)		
D	Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. Certificate of authority should be scanned and submitted as per format given at <b>Annexure I</b>		
E	Copy of Supply Orders for / Contracts/ Agreements issued by / signed with Government of India (Ministry / Department / Undertaking / PSU / Autonomous body) for similar work, executed by the bidders in last 5 (five) years ending <b>September 30<sup>th</sup> 2018</b> along with the completion certificate duly issued by the end user. Copy of the purchase order and work completion report duly notarized along with contact details of the end user. The bidder should have completed at least <b>ONE</b> similar work not less than <b>Rs. 1 Crore</b> OR <b>TWO</b> similar works not less than <b>Rs. 65 Lacs</b> each OR <b>THREE</b> similar works not less than <b>Rs. 50 Lacs</b> each		
F	<b>GST/ PAN</b> Registration Certificate		
G	Last three financial years annual turnover details. The bidder should have total Average turnover of minimum <b>Rs. 1.25 Crores</b> in last <b>3 (three) financial years</b> ending <b>March 31<sup>st</sup> 2018</b>		
H	Firm Registration/ Partnership Deed/		

	Articles of Memorandum of Association or Proprietorship Deed, Certificate of Incorporation		
I	Bid Form by the bidder as per format given at <b>Annexure II</b>		
J	Declaration by the bidder as per format given at <b>Annexure III</b>		
K	Undertaking to the effect that the bidders have its own Branch Office/ Service Centre in Sao Tome & Principe or arrangement to provide onsite support through local dealer/ service provider as per format given at <b>Annexure IV</b>		
L	Technical Compliance Document in the form of <b>Tech_Comp_Doc.pdf</b> with detailed technical specification, make, model and cross reference compliance with the data sheets. <b>OEM Compliance</b> should be scanned and submitted as per format given at <b>Annexure VII</b> .		

Thanking you,

Sincerely yours,

For M/s \_\_\_\_\_ (Name of the bidder)

Signature & company seal

Name

Designation

Email

Mobile No.