

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	25-08-2022 11:00:00
<b>Bid Opening Date/Time</b>	25-08-2022 11:30:00
<b>Bid Offer Validity (From End Date)</b>	80 (Days)
<b>Ministry/State Name</b>	Ministry Of Railways
<b>Department Name</b>	Mis
<b>Organisation Name</b>	Container Corporation Of India Limited
<b>Office Name</b>	Corporate Office
<b>Total Quantity</b>	1
<b>Item Category</b>	Supply, Delivery, Installation, Testing and Commissioning of Biometric devices with one year warrant (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	1 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance</b>	80 %
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	AXIS BANK LTD
EMD Percentage(%)	2.00
EMD Amount	11613

#### ePBG Detail

Advisory Bank	AXIS BANK LTD
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### Beneficiary:

Sr. General Manager

CONTAINER CORPORATION OF INDIA LIMITED, Ministry of Railways NSIC New MDBP Building, 3rd Floor, Okhla Industrial Estate (Opposite NSIC Okhla Metro Station), New Delhi-110020  
(Umesh Khadatkar)

#### Splitting

Bid splitting not applied.

#### MII Purchase Preference

MII Purchase Preference	Yes
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#### MSE Purchase Preference

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the

Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### **Supply, Delivery, Installation, Testing And Commissioning Of Biometric Devices With One Year Warrant ( 1 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Umesh Khadatkar	110020,Container Corporation of India Ltd. Inland Container Depot, Tughlakabad, New Delhi-110020	1	28

### **Buyer Added Bid Specific Terms and Conditions**

## 1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

## 3. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Sr. General Manager (MIS), Container Corporation of India Ltd Room no.7, 8, 10 & 106, Administrative Building ICD Tughlakabad, New Delhi - 110020.

## 4. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

## 5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Container Corporation of India Ltd. Account No. 921020041209307 IFSC Code UTIB0000007 Bank Name Axis Bank Ltd. Branch address Statesman House, 148, Barakhamba Road, New Delhi - 110001 . Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## 6. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 8. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

## 9. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## 10. **Buyer Added Bid Specific ATC**

**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. 1,74,190.20 (Rs. One Lac Seventy Four Thousand One Hundred Ninety and Twenty Paise Only). The information shall be supported by the copy of Chartered Accountant's certificate.
2. The Bidder must have executed atleast 1 single Order of 80% value (₹4,64,507.2) of the bid or atleast 2 Orders each of 50% value (₹2,90,317) of the bid or 3 Orders each of 40% value (₹2,32,253.6) of the bid for similar service(s) in the last 3 years to Government/PSU/Limited Company. Proof of completion of such projects is to be submitted by the bidder.

The similar nature of work can include order for supply and order for support (AMC). Out of these orders, at least one order should be of supply and 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 or their authorized dealers/ partners. The bidder should submit authorization certificate from the principals authorizing them to bid for this Bid/ requirement for CONCOR along with the technical bid. The bidder should have support office in Delhi/NCR to provide necessary support. 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. Original Equipment Manufacturers (OEM)/Authorised partners or resellers/Authorised Distributors in India are allowed to bid for the items as mentioned in the bid document. The specific authorisation letters (Manufacturer Authorization Format (MAF)) from OEM clearly indicating that the bidder is competent to sell & provide services for all the items mentioned in the Scope of Supply given in this bid document.
4. EMD of Rs. 11,613.00 (Rs. Eleven Thousand Six Hundred and Thirteen Only) to be paid through e-payment and the receipt of the same should be scanned and uploaded in the [on GeM portal along with other bid documents](#). Proof of requisite EMD deposit along with bank details of the bidder for release of EMD (cancelled cheque) shall be uploaded on GeM portal online along with other bid documents **EMD is exempted for Micro & Small Enterprises (MSEs) subject to submission of proof of MSEs.**

Note : Bidders may please note that only fulfilling the minimum eligibility criteria does not qualify them for opening of their financial bid. However, in case if bidder who do not fulfill the above requirement, their bids are liable for rejection.

**Documents to be submitted along with Technical Bid are mentioned below. However, in case if bidder who do not fulfill the below given requirement, their bids are liable for rejection:**

- i) Details of the tie ups with original manufacturers of the product supplied including MAF Certificate must be enclosed. The specific authorisation letters (Manufacturer Authorization Format (MAF)) from OEM clearly indicating that the bidder is competent to sell & provide services for all the items mentioned in the Scope of Supply given in this tender document.
- ii) Details of Support office in Delhi/NCR. Escalation Matrix for support services with contact details of engineers. Bidder shall provide their contact details like email id or phone number along with the bid.
- iii) Project details in support of similar nature of services along with previous award of contracts, successful installations, work completion certificates, contract copies to be enclosed.
- iv) Proof of EMD deposit as well as bank details of the bidder along with copy of cancelled cheque should be enclosed for release of their EMD amount.
- v) 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.
- vi) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the bidder.
- vii) Earnest Money of Rs. 11,613.00 (Rs. Eleven Thousand Six Hundred and Thirteen Only) in proper form as mentioned in para 3 of Section III.
- viii) Document in support of financial stability e.g. Balance sheets with profit and loss account for the last three financial (2019-20 , 2020-21 & 2021-22) duly certified by the Chartered Accountant should be enclosed.
- ix) Latest valid solvency certificate from a Scheduled bank as per the format enclosed at Section - X.
- x) Any other information which the contractor may like to submit in support

of his capabilities, etc.

- xi) General conditions of contract duly read and signed on all pages.
- xii) Special conditions of contract duly read and signed on all pages.
- xiii) Instructions to bidder read and signed on all pages.
- xiv) Letter of submission of Bid.
- xv) Technical specification read and signed on all pages.
- xvi) **For MSE's, the proof/copy of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated and terminal validity date of their registration.**

Note : The above documents should be scanned and uploaded on Gem portal at the time of online Bid submission.

### **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 30 days from date of acceptance of purchase order, the successful Bidder(s) shall furnish Performance Security for an amount of 3% of the total contract value (valid upto end of 65 months from the date of acceptance of Purchase Order in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding document. This may be extended in case there is a delay in the completion of the contract (project schedule).

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 period of one year from the date of acceptance of the system by CONCOR after delivery, installation, commissioning and testing.

### **5. Payment terms**

No advance payment will be made in case of One-time Payment and Recurring AMC charges. Schedule for payment is mentioned below. Invoices shall be generated with proper GST details of buyer and seller, PAN details, Bank details of the seller and GST number of CONCOR on the bills.

#### One Time Payment of Hardware (one time cost) :

- a) No advance payment shall be made.
- b) 85% of the price schedule for one time cost 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 (annually) for AMC after warranty :

AMC charges for each year will be made on half yearly basis after completion of each six months and rendering of AMC services for the period and on submission of bill. No advance payment will be made. It is the responsibility of the vendor to maintain desired uptime and conduct timely preventive maintenance to avoid penalties in bill.

#### GST Clause



- a. The GST portion on any invoice is payable only after proper filing of GST by the vendor on CONCOR's GST portal. Without GST filing, the GST portion on the invoice will be withheld by CONCOR and will be released after submission of proof of GST later on.
- b. The GST of CONCOR for the purpose of billing is maintained separately for services and goods. Hence the vendor must seek clarification from CONCOR regarding GST filing before generation of any bill, otherwise the bill may be rejected by CONCOR if it is not found in correct GST format.
- c. The Contractor/ Tenderer/ Vendors undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods and Services contractor/ tenderer will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
- d. The Contractor/ Tenderer/ Vendor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/ Tenderer/ Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Contractor/ Tenderer/ Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/ Tenderer/ Vendor will get payment of amount of tax only after the Credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the Contractor/ Tenderer/ Vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant document.
- e. Contractor/ Tenderer/ Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- f. In case of any failure on the part of Contractor/ Tenderer/ Vendor, any interest/ penalties/ any other amounts, as may be applicable shall be indemnified by Contractor/ Tenderer/ Vendor to the CONCOR.
- g. If as result of Change in Law, Contractor/ Tenderer/ Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/ Tenderer/ Vendor may so notify the CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor/ Tenderer/ Vendor.
- h. Any denial of input credit due to any omission or failure on the part of the Contractor/ Tenderer/ Vendor, the Contractor/ Tenderer/ Vendor undertakes to indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.

## **6. 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 period, the vendor should provide support on all 365 days including Saturday, Sunday and all Holidays for the entire hardware in order to maintain the required uptime. All the calls will be communicated to your local office through telephone or email. A response time of a maximum of 4 hrs. is required (including 2 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 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. The vendor shall share the original set of licenses with CONCOR, if any.

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).

Since this will be a software based access control system, the vendor, during warranty and AMC period of four years should be able to address any query or concern regarding the usage of the GUI software including generation of various types of reports , entry/deletion of users in the biometric. Engineer support must be provided at the datacenter onsite or telephonically.

## **9. Uptime :**

The vendor should ensure an uptime of minimum 99.5% 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. 10 below.

## 10. Penalty Clause (for warranty and AMC)

LD (Liquidated Damages) would be imposed in case of delay in supply, installation, commissioning and testing during warranty and in case of downtime during AMC. The penalty charges will be recovered from AMC invoices.

**During Installation:** The vendor should be able to successfully complete the delivery, installation, testing and commissioning of the complete system within 4 weeks from acceptance of the purchase order.

1. In case of delay beyond 4 weeks' time, a penalty will be imposed @Rs.500/- per day till the time of successful delivery, installation, testing and commissioning.

**During warranty:** The system would remain under warranty period of one year starting from the date of system acceptance provided by CONCOR competent authority after one month of successful installation. If there is any kind of system downtime during the warranty period, the vendor should be able to rectify the same at no additional cost to CONCOR. **Penalty will be imposed in case of downtime during warranty period which will be deducted from first AMC invoice.**

**During AMC:** The system would remain under AMC of four years in continuation to one year warranty. During AMC the vendor should be able to attend all calls given by CONCOR. The vendor should be able to repair/replace any faulty hardware during AMC at no additional cost.

Penalty will be imposed if there is downtime due to any hardware or software fault and same will be recovered from next invoice payment of AMC.

### Penalty Clause

For the purpose of penalty calculations, the timings for down time penalty will be taken as round the clock on all the 365/366 days including all National holidays.

### Network Time

Total network time in hours: 24 hours \* no. of days for which bill is raised (i.e six months)

Permissible downtime window: 0.5% of total network time for which bill is raised

1. Penalty @ Rs.500/- per hour beyond 0.5% downtime.
2. Any particular instance more than four hours will attract an additional penalty of Rs.1000/- for each individual instance.
3. In first AMC bill, downtime during warranty period will be added in downtime of first six months to deduct from first AMC bill.

### Response Time

4. The vendor should be able to provide a quick response to any problem corresponded either on email or telephone. Response time is maximum one hour. If the vendor does not respond to CONCOR central Site within one hour of reporting of problem, it would attract a penalty of Rs.500/- each hour exceeding one hour response time, till the time response is

given to CONCOR.

## **11. Delivery Period**

The system should be delivered, installed, tested and commissioned within 4 weeks from the date of the purchase order as per project schedule. This period excludes the warranty and recurring services of AMC for 4 years.

## **12. Address for Delivery of the equipment :**

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

Sr. General Manager (MIS),  
Container Corporation of India Ltd.  
Room no.7, 8, 10 & 106, Administrative Building  
ICD Tughlakabad, New Delhi - 110020

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

- a. The cost of post warranty Annual Maintenance of the system should be quoted. You must undertake to maintain the system and provide AMC for a 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 4 years AMC rates would be part of initial purchase order and there would not be separate orders for AMC.
- d. CONCOR can terminate the contract if the services of the bidder found to be unsatisfactory during AMC period and forfeit the Bank Guarantees.
- e. Post warranty AMC rates (including all the taxes and duties) for 4 years would be considered for evaluating the Bid.

## **14. 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.

## **15. Sub Contracting**

The vendor shall provide direct support to CONCOR through its 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.

## **17. Training**

The Supplier/ Service Provider should provide two days training for the Hardware and Software for the items in Bill of Material to the MIS persons. The trainer should be able to address any sort of queries raised by the MIS person regarding generation of IN-Out reports, administrative functions or any other query regarding the proposed access control system.

## **18. Preventive Maintenance**

The vendor should do onsite preventive maintenance of the proposed entire system including hardware and software both, atleast on half yearly basis i.e. atleast every six months during warranty and AMC periods.

In case of absence of PM activities, no payment will be made to the vendor for that particular six months period. This includes warranty period also. In case of no PM during warranty period, CONCOR has all the rights to withhold first AMC bill.

During PM, the vendor would thoroughly check all the biometric devices and the software to ensure smooth functioning of the entire system. After conducting the PM activity, the onsite engineer should submit a hardcopy of the PM report

on the same day to the on duty CONCOR staff/engineer.

If any device is found faulty during warranty and AMC period, the vendor should arrange to replace/repair the faulty parts.

## 19. Project Schedule

**The period for supply, installation, commissioning and testing of Biometric Access Control Systemas per the requirement of CONCOR shall be 4 weeks from the date of acceptance of purchase order.**

**\*Note : The above mentioned project schedule excludes the warranty and recurring services of AMC for 4 years.**

## 20 Validity of the Prices

**Prices shall remain same during the contract period and no escalation in prices would be acceptable to CONCOR, under any circumstances.**

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### **CHECKLIST**

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**Please ensure to upload following mandatory documents against the bid :**

Sno.	Description of Document	Submitted (Yes/NO)
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1	<p>Name of the Proprietor in case of Proprietary firm/Registered Firm/Company</p> <p>Address of the Firm (With Telephone No. Fax &amp; E-mail)</p> <p>Contact Person(s) (with mobile number)</p> <p>Copy of Registration / Incorporation of the firm/company</p> <p>PAN number (Photocopy to be attached)</p> <p>GSTIN (Photocopy to be attached)</p> <p>Complete set of signed Bid Document</p>	
2	<p>The bidder should submit authorization certificate from the principals authorizing them to bid for this Bid/requirement for CONCOR along with the technical bid. The bidder should have support office in Delhi/NCR to provide necessary support. 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. Original Equipment Manufacturers (OEM)/Authorised partners or resellers/Authorised Distributors in India are allowed to bid for the items as mentioned in the bid document. The specific authorisation letters (Manufacturer Authorization Format (MAF)) from OEM clearly indicating that the bidder is competent to sell &amp; provide services for all the items mentioned in the Scope of Supply given in this bid document.</p>	
3	<p>Details of Support office in Delhi/NCR. Escalation Matrix for support services with contact details of engineers. Bidder shall provide their contact details like email id or phone number along with the bid.</p>	
4	<p>Project details in support of similar nature of services along with previous award of contracts, successful installations, work completion certificates, contract copies to be enclosed along with Name of Client, Year and Date of Work execution and Contract Value</p>	

5	<p>Proof of EMD deposit as well as bank details of the bidder along with copy of cancelled cheque should be enclosed for release of their EMD amount.</p> <p>Banker details for refund of EMD through E-payment</p> <p>a. Name of Work: Supply, Delivery, Installation, Testing and Commissioning of Face Reader Biometric devices at CONCOR's Central Site on turn-key basis for the purpose of physical security of the data center with one year warranty and four years' AMC under buy back option</p> <p>b. Name of contractor :</p> <p>c. Name of Bank :</p> <p>d. Address of Bank :</p> <p>e. Type of Bank Account :</p> <p>f. Bank Account No. :</p> <p>g. MICR NO. :</p> <p>h. Bank's Sort Code :</p> <p>i. Bank's Swift Code :</p> <p>j. RTGS Code (IFSC Code)</p> <p>k. (Alphanumeric 11 digit code)</p> <p>l. Bank Telephone :</p> <p>m. One cheque duly cancelled (signature not required) :</p> <p>*Note Required to submit for MSME bidders</p>	
6	<p>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.</p>	
7	<p>Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the bidder.</p>	



8	Earnest Money of Rs. 11,613.00 (Rs. Eleven Thousand Six Hundred and Thirteen Only) in proper form as mentioned in para 3 of Section III.	
9	Document in support of financial stability e.g. Balance sheets with profit and loss account for the last three financial (2019-20 , 2020-21 & 2021-22) duly certified by the Chartered Accountant should be enclosed	
10	Latest valid solvency certificate from a Scheduled bank as per the format enclosed at Section - X.	
11	General conditions of contract duly read and signed on all pages.	
12	Special conditions of contract duly read and signed on all pages.	
13	Instructions to bidder read and signed on all pages.	
14	Letter of submission of Bid.	
15	Technical specification read and signed on all pages.	
16	For MSE's, the proof/copy of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated and terminal validity date of their registration. MSE bidders shall submit copy of valid registration certificate along with the bid, clearly including the bid item in the registration certificate and the terminal validity date of registration. Bids not accompanied by a valid registration certificate shall be treated as bids from non-MSEs. The bidder shall submit UAM Certificate and MSME status as per the latest guidelines issued by Ministry of Micro, Small and Medium Enterprises	
17	INTEGRITY PACT	
18	Price Schedule with complete price details, all inclusions and exclusions	
19	Compliance to Scope of Work and Technical Specifications of the proposed system along with proper description of any deviations, if any.	

**11. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**12. Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**13. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**14. Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**15. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**16. Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

**17. Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

**18. Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

19. **Generic**

Scope of supply includes Training: Number of employees to be trained 3 , Place for Training Container Corporation of India Ltd. Room no.7, 8, 10 & 106, Administrative Building ICD Tughlakabad, New Delhi - 110020 and Duration of training 2 days.

20. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

21. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

22. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

23. **Generic**

**Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

24. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

25. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand

names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**